

**MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Frederick M. Jones to First Eastern Mortgage Corporation, dated April 3, 2002 and recorded in the Middlesex County (Southern District) Registry of Deeds in Book 35213, Page 541, as modified by a certain modification agreement dated March 1, 2013, and recorded with said Middlesex County (Southern District) Registry of Deeds in Book 63229, Page 132, of which mortgage the undersigned is the present holder, by assignment from:

First Eastern Mortgage Corp to Wells Fargo Home Mortgage, Inc., recorded on April 16, 2003, in Book No. 38827, at Page 518

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc. to Bank of America, National Association, recorded on August 24, 2011, in Book No. 57337, at Page 305

Wells Fargo Bank, N.A., s/b/m Wells Fargo Home Mortgage, Inc. to Bank of America, National Association, recorded on August 25, 2011, in Book No. 57343, at Page 58

for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 AM on January 8, 2020, on the mortgaged premises located at 19 Tarbox Lane, North Reading, Middlesex County, Massachusetts, all and singular the premises described in said mortgage,

**TO WIT:**

That certain parcel of land, with the buildings thereon, situated in North Reading, Middlesex County, Massachusetts, being shown as Lot 29 on a plan of land entitled "Definitive Plan MacIntyre Crossing, North Reading, Mass.", Developer: Habitech, Inc., 234 Park Street, North Reading, MA 01864, Engineer: Hayes Engineering, Inc., 603 Salem Street, Wakefield, MA 01880, Scale: 1"=40', Date: December 15, 1995, as revised and recorded with the Middlesex South District Registry of Deeds as Plan Number 784 (8 of 12) of 1996 in Book 26590, Page 541 and to which plan reference may be had for a more particular description of said Lot 29 (hereinafter the "Plan"). Said Lot 29 contains 58,023 square feet of land, more or less, according to said plan, however the same may be bounded and described. Said premises are conveyed together with the right to pass and repass over the constructed portions of the streets and ways as shown on the Plan for all purposes for which streets and ways are commonly utilized for in the Town of North Reading. No portion of the fee in the streets and ways as shown on said Plan are intended to be conveyed herein as the Grantor is reserving the fee title to all of such streets and ways as shown on the Plan. Said premises are conveyed subject to the terms and conditions of the Master Declaration of Restrictive Covenants, dated September 17, 1997, recorded with said Deeds in Book 27682,

Page 284, as amended by Amendment to Master Declaration of Restrictive Covenants dated May 21, 1999, recorded with said Deeds in Book 30198, Page 140, as further amended by Second Amendment to Master Declaration of Restrictive Covenants dated February 15, 2001, recorded with said Deeds in Book 32386, Page 32, as further amended by Fourth Amendment to Master Declaration of Restrictive Covenants dated June 1, 2001, recorded with said Deeds on June 29, 2001 as Instrument No. 1031. The Grantor, by the execution and delivery of this Deed hereby certifies that the house being conveyed herein has been approved in accordance with Section S. Design Procedures and Section T. Plan review of said Master Declaration of Restrictive Covenants, as amended. Said approval is limited to Section S and expressly does not include landscaping plan approval pursuant to the Third Amendment to the Master Declaration of Restrictive Covenants as set forth above. Said premises are conveyed subject to and with the benefit of the terms and conditions of the MacIntyre Crossing Homeowners Trust, u/d/t dated September 17, 1997, recorded with said Deeds in Book 27682, Page 268 (the "Homeowners Trust"), as amended by First Amendment to MacIntyre Crossing Homeowners Trust recorded with said Deeds in Book 30198, Page 141 and as further amended by Second Amendment to MacIntyre Crossing Homeowners Trust dated October 27, 2000, recorded with said Deeds in Book 31966, Page 100, as further amended by Third Amendment to MacIntyre Crossing Homeowners Trust dated February 15, 2001, recorded with said Deeds on in Book 32386, Page 33. The undersigned Grantees, by the acceptance and recording of this deed hereby accept the terms and conditions of said Homeowners Trust and agree to become a 1/74th beneficiary by the acceptance and recording of this Deed. The Grantor, as Trustee of the Homeowners Trust hereby certifies that all common assessments upon the Lot being conveyed herein are paid in full as of the date of the execution of this Deed. Reserving to the Grantor a 30' Wide Slope and Utility Easement as shown on said Plan. The Grantor reserves the perpetual right and easement to enter upon such strips of land to slope, install, construct and repair the roadway and utilities of every type and kind. If the Grantor exercises any rights under this reservation, then, the Grantor shall restore the premises to the condition it was in prior to the exercise of any rights herein. The Grantor reserves the right to convey any additional easements within the aforesaid 30' Wide Slope and Utility Easement in order to accomplish the foregoing, without the necessity of any further approval from the Grantees, their heirs, successors and assigns. This reservation shall be for the benefit of the Grantor, its heirs, successors and assigns and shall be for the benefit of the Grantor's remaining land as shown on the Plan. Said premises are further conveyed subject to the following

restrictions: 1. There shall be no underground storage of hazardous materials, including heating oil and gasoline and that there shall be no above-ground storage of hazardous materials in quantities greater than associated with normal household use, except fuel for residential heating purposes. 2. No Lot Owner shall cut any trees within fifteen (15) feet of the street layout line without the Grantor's approval, or until such street is accepted by the Town of North Reading as a public way. Said premises are conveyed subject to, and with the benefit of easements, rights, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable. This conveyance does not constitute a transfer of all or substantially all of the assets of Shenandoah Valley Corporation, which is acting solely as Trustee. For grantor's title see deed recorded simultaneously herewith.

For mortgagor's(s') title see deed recorded with Middlesex County (Southern District) Registry of Deeds in Book 35213, Page 538.

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 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.

**BANK OF AMERICA, N.A.**  
Present holder of said mortgage

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