

# LEGAL NOTICE

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Leith H. Leard to Mortgage Electronic Registration Systems, Inc., as nominee for Financial Freedom Acquisition, LLC, a subsidiary of OneWest Bank, FSB, dated December 30, 2009 and recorded in the Middlesex County (Southern District) Registry of Deeds in Book 54106, Page 279, of which mortgage the undersigned is the present holder, by assignment from:

Mortgage Electronic Registration Systems, Inc., as nominee for Financial Freedom Acquisition LLC, a subsidiary of OneWest Bank, FSB to Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust, recorded on July 17, 2019, in Book No. 72935, at Page 306

for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 1:00 PM on March 9, 2020, on the mortgaged premises located at 8 Swansea Road, Wakefield, Middlesex County, Massachusetts, all and singular the premises described in said mortgage,

### TO WIT:

The land in Wakefield, Middlesex County, Massachusetts, being shown as Lot #48 and a triangular portion of Lot #47 on Plan and Profile of Swansea Road, Wakefield, Mass., Keeling Village Trust, dated January 30, 1940, Associated Civil Engineers, recorded Middlesex South District Deeds, Book 7477, Page 176, and bounded: SOUTHEASTERLY by Swansea Road, 98.39 feet; NORTHEASTERLY by Lot #49, on said Plan, 85 feet; NORTHWESTERLY by other land of Hiram A. Tobey, Trustee of Keeling Village Trust, 87.39 feet; and SOUTHWESTERLY by the remaining part of said Lot #47, about 85 feet. Meaning and intending to convey and hereby conveying the same premises conveyed to me/us by deed dated 06/05/1950 and recorded with Middlesex South Registry of Deeds in Book 7596, Page 76.

For mortgagor's(s') title see deed recorded with Middlesex County (Southern District) Registry of Deeds in Book 7596, Page 76.

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.

**BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST**

Present holder of said mortgage

By its Attorneys,  
HARMON LAW OFFICES, P.C.  
150 California St.  
Newton, MA 02458  
(617)558-0500  
17166

2-10-2020, 2-17-2020, 2-24-2020 WDI