

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 **MANUEL J. BARRY, JR., AS TRUSTEE OF BARRY FAMILY TRUST** u/d/t dated January 28, 1992 and registered with the Middlesex (Northern District) Registry of the Land Court (the "Registry") as Document No. 138602, to **THE LOWELL FIVE CENT SAVINGS BANK** dated December 31, 2010 and registered with the Registry as Document No. 261182 and noted on Certificate of Title No. 40409 in Book 205, Page 13 (the "Mortgage"), of which Mortgage the undersigned (the "Mortgagee") is the present holder by virtue of an Assignment of Mortgage dated April 12, 2016 and registered with the Registry as Document No. 286704 and noted on Certificate of Title No. 40409 in Book 205, Page 13, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 a.m. on Wednesday, June 7, 2017 at 312 Main Street, which is adjacent to the mortgaged premises which mortgaged premises are located on or near Main Street, Wilmington, Massachusetts, being shown as Lots 9 and 10 on a plan registered with the Registry as Plan No. 33830E, all and singular the premises described in the Mortgage, to wit:

"A certain parcel of land situated in the Town of Wilmington, Middlesex County, Commonwealth of Massachusetts, more commonly known as Lot 9 as shown on the Plan of Land entitled, 'Subdivision of lots 4 and 7A Land Court case number 33830D-1 and 33830B, Wilmington, Massachusetts, Scale 1"=40'; dated August 18, 2009, prepared by GCG Associates, Inc., Wilmington, MA', Land Court Plan No. 33830E; and

A certain parcel of land situated in the Town of Wilmington, Middlesex County, Commonwealth of Massachusetts, more commonly known as Lot 10 as shown on the Plan of Land entitled, 'Subdivision of lots 4 and 7A Land Court case number 33830D-1 and 33830B, Wilmington, Massachusetts, Scale 1"=40'; dated August 18, 2009, prepared by GCG Associates, Inc., Wilmington, MA', Land Court Plan No. 33830E; and

The exclusive Easement for the parcel identified as Easement 8A as shown on the Plan of Land entitled, 'Subdivision of lots 4 and 7A Land Court case number 33830D-1 and 33830B, Wilmington, Massachusetts, Scale 1"=40'; dated August 18, 2009, prepared by GCG Associates, Inc., Wilmington, MA', Land Court Plan No. 33830E. The easement is conveyed subject to the condition that Grantee not pave any additional land subject to the easement beyond the existing pavement.

For my title see Deed from The New Bird Cage, LLC, et al dated December 17, 2009 and filed with the Middlesex North Registry of the Land Court as Document Number 260855, Certificate of Title Number 40409 in Book 205, Page 13."

The description of the premises contained in the Mortgage shall control in the event of a typographical error in this publication.

Said premises, together with all improvements encumbered by the Mortgage, are to be sold and conveyed subject to all leases, tenancies, occupancies, mortgages, restrictions, covenants, orders of conditions, easements, encroachments, outstanding tax titles, municipal or other public taxes, assessments or liens, federal and state tax liens, other liens or claims in the nature of liens and existing encumbrances recorded prior to the Mortgage and/or otherwise having priority over the Mortgage, if there be any.

TERMS OF SALE: A deposit of FIVE THOUSAND (\$5,000.00) DOLLARS, non-refundable, is to be paid in certified or bank cashier's check by the purchaser at the time and place of sale, the balance to be paid in certified or bank cashier's check and deed to be taken by purchaser within thirty (30) days of the sale at the offices of Lombardo, DeVellis & Smith, LLP, 41 North Road Suite 203, Bedford, Massachusetts, attorneys for the Mortgagee.

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

In the event of the failure or inability of the purchaser to perform and to purchase the premises in accordance herewith, the Mortgagee reserves the right (but is not obligated) to accept, subject to the Memorandum of Sale, the second highest bid for the premises, without further advertisement and without further notice to other bidders or persons. In the event that the Mortgagee offers the premises to the second highest bidder and such person declines either to purchase the premises at the second highest bid price or to sign the Memorandum of Sale, then the Mortgagee may elect (but is not obligated) to exercise the rights of the second highest bidder under this paragraph and to purchase the premises at the second highest bid price, without further advertisement and without further notice to other bidders or persons.

Other terms to be announced at the time and place of sale.

CL MAIN STREET, LLC
Present holder of
said Mortgage

Philip C. Lombardo, Jr.,
Esq.
Lombardo, DeVellis
& Smith, LLP
41 North Road Suite 203
Bedford, MA 01730
(781)538-6821
Attorneys for the
Mortgagee

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Auctioneer,
License No. MA 295
170559 5/10,17,24/17