

## **LEGAL NOTICE**

NOTICE OF MORTGAGEES SALE OF REAL ESTATE By virtue and in execution of the Power of Sale contained in a certain mortgage given by Joseph J. Ballo, Jr. and Kristen E. Coluntino to Mortgage Electronic Registration Systems, Inc., as nominee for Provident Funding Group, Inc. dated June 15, 2007, recorded at the Middlesex County (Northern District) Registry of Deeds in Book 21349, Page 122; said mortgage was then assigned to Provident Funding Associates, L.P. by virtue of an assignment dated May 8, 2013, and recorded in Book 27272, Page 296; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 11:00 AM on August 27, 2018, on the mortgaged premises. This property has the address of 300 Salem Street, Wilmington, MA 01887. The entire mortgaged premises, all and singular, the premises as described in said mortgage: That certain parcel of land situated in Wilmington, Middlesex County, Commonwealth of Massachusetts, being lot 59 as shown on a plan entitled Plan of Land in Wilmington Massachusetts dated November 13, 1997, drawn by Engineering Design Group Enterprises, Inc., 12 Baldwin Street, Suite 3A, Methuen, MA and recorded with Middlesex North District Registry of Deeds herewith in Plan Book 197, Plan 27. Being the same premises conveyed to the herein named mortgagor (s) by deed recorded with Middlesex North District Registry of Deeds in Book 09517, Page 004. Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained

in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale. Terms of Sale: Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees, if any there are, and TEN THOUSAND DOLLARS (\$10,000.00) in cashier's or certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cashier's or certified check will be due in thirty (30) days, at the offices of Doonan, Graves & Longoria, LLC (DG&L), time being of the essence. The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein. If the second highest bidder declines to purchase the within described property, the

Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DG&L, (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale.

Dated: July 23, 2018  
Provident Funding Associates, L.P. By its Attorney DOONAN, GRAVES & LONGORIA, LLC, 100 Cummings Center, Suite 225D, Beverly, MA 01915 (978) 921-2670 [www.dgandl.com](http://www.dgandl.com) 15900.29 (BALIRO, JR.)

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