

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 Cathy H. Ober and John A. Ober to Salem Five Mortgage Company, LLC dated May 29, 2008 and registered with the Middlesex County (Northern District) Registry District of the Land Court, as Document No. 248747, and noted on Certificate of Title No. 39373, as assigned by Assignment of Mortgage dated May 29, 2008 and registered with Middlesex County (Northern District) Registry District of the Land Court, as Document No. 248748, and noted on Certificate of Title No. 39373, and as assigned by Assignment of Mortgage dated July 29, 2013 and registered with Middlesex County (Northern District) Registry District of the Land Court, as Document No. 274588, and noted on Certificate of Title No. 39373, 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 at 12:00 PM, on July 22, 2019**, on the premises known as **15 Wabash Road, Wilmington, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

THE LAND WITH THE BUILDINGS THEREON IN WILMINGTON, MA, MIDDLESEX COUNTY DESCRIBED AS FOLLOWS:

LOTS 316 THRU 320, ALL OF SAID BOUNDARIES ARE DETERMINED BY THE LAND COURT TO BE LOCATED AS SHOWN ON SUBDIVISION PLAN 10921-B, SHEET TWO (2), DRAWN BY ALFRED MILLHOUSE, SURVEYOR, DATED JULY 1925, AS APPROVED BY THE COURT, FILED IN LAND REGISTRATION OFFICE, A COPY OF A PORTION OF WHICH IS FILED WITH CERTIFICATE OF TITLE 3006.

Terms of Sale:
These premises are being sold subject to any and all unpaid real estate taxes, water rates, municipal charges and assessments, condominium charges, expenses, costs, and assessments, if applicable, federal tax liens, partition wall rights, statutes, regulations, zoning, subdivision control, or other municipal ordinances or bylaws respecting land use, configuration, building or approval, or bylaws, statutes or ordinances regarding the presence of lead paint, asbestos or other toxic substances, sanitary codes, housing codes, tenancy, and , to the extent that they are recorded prior to the above mortgage, any easements, rights of way, restrictions, confirmation or other matters of record.

Purchaser shall also bear all state and county deeds excise tax. The deposit of \$10,000.00 is to be paid in cash or bank or certified check at the time and place of the sale, with the balance of the purchase price to be paid by bank or certified check within forty-five (45) days after the date of the sale, to be deposited in escrow with Guaetta and Benson, LLC, at 73 Princeton Street, Suite 208, North Chelmsford, Massachusetts.

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 the foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder or, thereafter, to the next highest bidders, providing that said bidder shall deposit with said attorney, the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder.

Other terms, if any, are to be announced at the sale.

Dated: June 19, 2019
Present holder of
said mortgage

Nationstar Mortgage LLC
d/b/a Mr. Cooper
by its Attorneys
Guaetta and Benson, LLC
Peter V. Guaetta,
Esquire
P.O. Box 519
Chelmsford, MA 01824
190845 6/26, 7/3, 10/19