

## **LEGAL NOTICE**

### **MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Gerard A. Kulevich and Jessica M. Kulevich to First Franklin a division of Nat. City Bank of IN, dated July 21, 2005 and recorded with the Middlesex County (Northern District) Registry of Deeds at Book 19024, Page 262, subsequently assigned to First Franklin Financial Corporation by First Franklin, a Division of National City Bank of Indiana by assignment recorded in said Middlesex County (Northern District) Registry of Deeds at Book 20006, Page 90, subsequently assigned to National City Bank by First Franklin Financial Corporation by assignment recorded in said Middlesex County (Northern District) Registry of Deeds at Book 23152, Page 227 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 2:00 PM on November 24, 2021 at 71 Middlesex Avenue, Wilmington, MA, all and singular the premises described in said Mortgage, to wit:

A certain parcel of land together with the buildings thereon, situated in Wilmington, Middlesex County, Massachusetts, being shown as Lot B on a plan entitled "Plan of Property surveyed for Eldon H. Durkee, Wilmington, Mass." dated November 23, 1951, by AN. Eames, Surveyor, duly recorded with Middlesex North District Deeds, Plan Book 81, Plan 137 and bounded and described as follows: NORTHWESTERLY by Middlesex Avenue, Seventy-One and 78/100 (71.78) feet; NORTHERLY by the curve of said Middlesex Avenue and central Street, Thirty-One and 23/100 (31.23) feet; NORTHEASTERLY by Central Street, in two courses totaling Eighty-One and 28/100 (81.28) feet; SOUTHEASTERLY by land now or formerly of Walsh, One Hundred (100) feet; and, SOUTHWESTERLY by land now or formerly of Nolan, Ninety-Seven and 10/100 (97.10) feet. Containing 9075 square feet of land more or less, For title see deed recorded prior hereto.

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.

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

PNC Bank, National Association,  
successor by merger to  
National City Bank

Present Holder of said Mortgage,  
By Its Attorneys,  
ORLANS PC  
PO Box 540540  
Waltham, MA 02454  
Phone: (781) 790-7800  
19-001899  
211256 11/3,10,17/21