

## **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 Sean C. Moroney to The Savings Bank, dated December 6, 2013 and recorded at Middlesex County (Northern District) Registry of Deeds in Document No. 276195, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 2:00PM, on April 5, 2022 on the mortgaged premises being known as 5 Carter Road a/k/a 5 Carter Street, Wilmington, MA, being all and singular the premises described in said mortgage to wit:

A certain parcel of land situate in Wilmington, in the County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

SOUTHWESTERLY by Carter Street, one hundred thirty-three and 76/100 (133.76) feet;

NORTHWESTERLY by land now or formerly of Lepore Guisepppe, two hundred and 34/100 (200.34) feet;

NORTHEASTERLY by Cullen Street, one hundred forty-five and 32/100 (145.32) feet; and

SOUTHEASTERLY by Lots 34 and 19, two hundred (200) feet.

All of said boundaries are determined by the Land Court to be located as shown on subdivision plan 10921 B, Sheet one (1), drawn by Alfred Millhouse, C.E., dated June 1925, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 3006, and said land is shown as Lots fourteen (14) to eighteen (18) and thirty-five (35) to thirty-nine (39) inclusive on said plan.

Being the same premises as conveyed to the mortgagor by deed dated December 6, 2013, recorded with Middlesex County (Northern District) Registry of Deeds, in Document Number 276194, on Certificate of title 41631.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

**TERMS OF SALE:**

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 189 Wells Avenue, Newton, Massachusetts, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE  
ANNOUNCED AT THE TIME  
AND PLACE OF THE SALE.

Dated: February 25, 2022

(signed:) The Savings Bank  
Present Holder of said Mortgage  
By its Attorneys,  
Barsh and Cohen, P.C.  
Neil Cohen, Esquire  
Attorney for the Mortgagee  
189 Wells Avenue  
Newton, MA 02459  
(617) 332-4700

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3/2,9,16/22