

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 Michael Christopher Lucey and Diana L. Nigro f/k/a Diana L. Lucey to Mortgage Electronic Registration Systems, Inc., dated February 6, 2009 and recorded with the Middlesex County (Southern District) Registry of Deeds at Book 52221, Page 19 as affected by a modification agreement recorded with said records at Book 64506, Page 272, of which mortgage the undersigned is the present holder by assignment from Mortgage Electronic Registration Systems, Inc. to Sovereign Bank, N.A. dated July 20, 2012 and recorded with said registry on August 1, 2012 at Book 59661 Page 36, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 1:00 p.m. on May 10, 2017, on the mortgaged premises located at 21 SHUMWAY CIR, WAKEFIELD, Middlesex County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

A certain parcel of land with the buildings thereon situated in said Wakefield and bounded:

Beginning at a point on Shumway Circle at the junction of Lots 56 and 57, as shown on plan of house lots surveyed for Charles S. Hanks by James A. Bancroft, Surveyor, and recorded with Middlesex South District Registry of Deeds, Book of Plans 76, Plan 43; thence the line runs

WESTERLY: along said Shumway Circle, seventy-two (72) feet to Lot 60 on said plan; thence turning and running;

NORTHERLY: one hundred thirty-one and 2/10 (131.2) feet to Lot 59 on said plan; thence turning and running;

EASTERLY: along Lots 59 and 58 on said plan, seventy-two (72) feet to said Lot 56; thence turning and running;

SOUTHERLY: one hundred twenty-seven and 2/10 (127.2) feet to said Shumway Circle and the point of beginning.

Being Lot 57 as shown on said plan.

For our title see deed recorded with said Registry in Book 29236, Page 087.

Meaning and intending to convey and hereby conveying the same premises conveyed to me/us by deed dated // and recorded with Middlesex South Registry of Deeds in Book 29236, Page 87.

For mortgagor's(s') title see deed recorded with Middlesex County (Southern District) Registry of Deeds in Book 29236, Page 87.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Ten Thousand (\$10,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

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

SANTANDER BANK, N.A. FORMERLY KNOWN AS
SOVEREIGN BANK, N.A. FORMERLY KNOWN AS
SOVEREIGN BANK
Present holder of said mortgage

By its Attorneys,
HARMON LAW OFFICES, P.C.
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