

## LEGAL NOTICE

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

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Juan Carlos Vargas and Nubia Soto Gomez to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for BNC Mortgage, Inc., dated January 10, 2007 and recorded in Essex County (Southern District) Registry of Deeds in Book 26470, Page 257 (the "Mortgage"), as affected by a Loan Modification Agreement dated March 28, 2012, and recorded at said Registry of Deeds in Book 31263, Page 308 of which mortgage U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC4 is the present holder by assignment from Mortgage Electronic Registration Systems, Inc., its successors and assigns to U.S. Bank, National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC4 dated March 15, 2010 recorded in Essex County (Southern District) Registry of Deeds in Book 29341, Page 1, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 565 Walnut Street, Lynnfield, MA 01940 will be sold at a Public Auction at 2:00 PM on December 6, 2018, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

Property: 565 Walnut Street, Lynnfield, Massachusetts

A certain parcel of land situate in

Lynnfield, Essex County, Commonwealth of Massachusetts, together with the buildings thereon, being shown as Lot #8 on a certain plan entitled "Plan of Land in Lynnfield, Mass.", dated January 16, 1967, made by Robert E. Andersen, Inc., and recorded with Essex South District Registry of Deeds in Plan Book 109 as Plan 30, to which plan reference is hereby made for a more particular, description, containing, according to said plan, 30,276 square feet of land.

This conveyance is made subject to and with the benefit of the right to use the streets and ways shown upon said plan and other plans recorded with said Deeds in Plan Book 109, Plan 74, in common with others entitled thereto for all purposes for which streets and ways are commonly used in the Town of Lynnfield, it being expressly understood that no fee in and to any of said ways is being granted hereby the same being expressly reserved unto the Grantor.

The within conveyance is made subject to certain restrictive covenants and easements recorded with said Deeds in Book 5511, at Page 99.

For mortgagor's title see deed recorded with the Essex County (Southern District) Registry of Deeds in Book 26470, Page 255.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence

over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC4  
Korde & Associates, P.C.  
900 Chelmsford Street  
Suite 3102  
Lowell, MA 01851  
(978) 256-1500  
Vargas, Juan Carlos, 13-010892