

# **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 Louise Fioretti to Bank of America, N.A., dated April 29, 2013 and recorded with the Middlesex County (Southern District) Registry of Deeds at Book 61756, Page 402 subsequently assigned to Federal National Mortgage Association by Bank of America, N.A. by assignment recorded in said Middlesex County (Southern District) Registry of Deeds at Book 65273, Page 483 and subsequently assigned to U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust by Federal National Mortgage Association by assignment recorded in said Middlesex County (Southern District) Registry of Deeds at Book 68973, Page 45; 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 1:00 PM on November 21, 2017 at 98 Cedar Street, Unit 19, Wakefield, MA, all and singular the premises described in said Mortgage, to wit:

Situated in the County of Middlesex, State of Massachusetts: The dwelling Unit known as No. 19 in Condominium known as Cedar Gardens Condominium created by Master Deed recorded on October 2, 1973 with Middlesex South District Registry of Deeds in Book 12532 at Page 598 as amended of record, in accordance with and subject to the provisions of chapter 183A of the general laws of the Commonwealth of Massachusetts (Ter. Ed) as delineated on a set of plans by Kenneth D. Crumrine, R.P.E. dated August 31, 1973, comprising 29 sheets as amended, recorded with said Master Deed. The Condominium comprises that certain parcel of land in Wakefield said Middlesex County, the same being its post office address, as more particularly described in said Master Deed and as shown on a plan entitled plan of Cedar Gardens Condominium dated August 31, 1973, by Joseph Selwyn, Civil Engineer, recorded with said Master Deed. Said premises are conveyed together with an undivided 3.665% interest(I) in the common areas and facilities are defined and set forth in paragraph 4 of said Master Deed, as amended and (II) of the beneficial interest in Cedar Gardens Condominium trust established by a declaration of trust as hereinafter referred to and with the benefit of the right to use such of the common areas and facilities in common with others entitled thereto, all as provided in said Master Deed as amended, the declaration of trust establishing Cedar Gardens Condominium trust the by-laws of said trust and the rules and regulations adopted thereunder and the the benefit of and subject to restrictions, stipulations, agreements and easements of record. Unit 19 is conveyed with the sole and exclusive right to use the parking space designated with the number "19" in the parking area, which space is delineated on said plan entitled "plan of Cedar Gardens Condominium." Tax ID No: 12-358-19119 Being the same property conveyed by Quit Claim Deed Grantor: Thomas P. Woo and Lydia C. Woo Grantee: Louise Fioretti, Individually Dated: 10/01/2004 Recorded: 10/04/2004 Doc/Book-Page: 43835/539 Note: Confirmatory deed recorded 10/14/2004 in Book 43889, Page 513, to correct the description.

The premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, liens, attorney's fees and costs pursuant to M.G.L.Ch.183A, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

## **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.

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust

Present Holder of said Mortgage,  
By Its Attorneys,  
ORLANS PC  
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Waltham, MA 02454  
Phone: (781) 790-7800  
16-006293