

## 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 Anthony Anzalone, Jr. to "MERS", Mortgage Electronic Registration Systems, Inc., a separate corporation that is acting solely as nominee for "Lender", Countrywide Home Loans, Inc. and its successors and assigns dated January 28, 2005 and recorded with the Middlesex County (Southern District) Registry of Deeds, in Book 44583, Page 241, as assigned by Assignment of Mortgage dated December 5, 2012 and recorded with Middlesex County (Southern District) Registry of Deeds, Book 60664, Page 37, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at **Public Auction at 10:00 AM, on November 1, 2018**, on the premises known as **176 Marblehead Street, North Reading, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

A certain parcel of land with the buildings thereon, no numbered 176 Marblehead Street in the present numbering in North Reading, Middlesex County, Massachusetts, being shown as Lot 3 on a plan entitled "Plan of Land in North Reading, Mass., dated August 31, 1955, Anderson & Homan, C.E.," recorded with Middlesex South District Registry of Deeds as Book 8570, Page 512, and further bounded and described as follows:

NORTHERLY by Marblehead Street, one hundred forty-nine and 54/100 (149.54) feet;  
EASTERLY by land now or formerly of Standley as shown on said plan, five hundred sixteen and 03/100 (516.03) feet;  
SOUTHERLY by land now or formerly of Bryant as shown on said plan, one hundred fifty-nine and 86/100 (159.86) feet; and  
WESTERLY by Lot 2 as shown on said plan, five hundred fifty and 45/100 (550.45) feet.

Containing, 1.8 acres, more or less.

Terms of Sale: These premises are being sold subject to any and all unpaid real estate taxes, water rates, municipal charges and assessments, condominium charges, expenses, costs, and assessments, if applicable, federal tax liens, partition wall rights, statutes, regulations, zoning, subdivision control, or other municipal ordinances or bylaws respecting land use, configuration, building or approval, or bylaws, statutes or ordinances regarding the presence of lead paint, asbestos or other toxic substances, sanitary codes, housing codes, tenancy, and , to the extent that they are recorded prior to the above mortgage, any easements, rights of way, restrictions, confirmation or other matters of record.

Purchaser shall also bear all state and county deeds excise tax. The deposit of \$10,000.00 is to be paid in cash or bank or certified check at the time and place of the sale, with the balance of the purchase price to be paid by bank or certi-

fied check within thirty (30) days after the date of the sale, to be deposited in escrow with Guaetta and Benson, LLC, at 73 Princeton Street, Suite 208, North Chelmsford, Massachusetts.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder or, thereafter, to the next highest bidders, providing that said bidder shall deposit with said attorney, the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder.

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

Dated: October 9, 2018  
Present holder of said mortgage

The Bank of New York Mellon fka The Bank of New York as Trustee for the Certificateholders of CWABS, Inc., Asset-Backed Certificates, Series 2005-AB1 by its Attorneys  
Guaetta and Benson, LLC  
Peter V. Guaetta, Esquire  
P.O. Box 519  
Chelmsford, MA 01824