

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 Frances A. Donovan and Christopher Donovan to Winchester Cooperative Bank, dated July 7, 2004, recorded with the Essex County (Southern District) Registry of Deeds in Book 23102, Page 453, of which mortgage the undersigned Winchester Cooperative Bank, is the present holder, for breach of conditions contained in said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 o'clock a.m., on December 12, 2018; on or near the mortgaged premises located at 22 Thomas Road, Lynnfield, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

The land and building on Thomas Road, Lynnfield Center, Massachusetts, the same being Lot No. 72 on plan of land entitled, "subdivision Plan, Section 1, Glen Meadow Park, Lynnfield Center, Mass.", Owner: Realty Construction and Engineering, Inc., dated April 6, 1953, Warren M. Mirick, Reg. Surveyor, recorded with Essex South District Registry of Deeds as Plan No. 95 in Plan Book 83, bounded and described as follows:

NORTHERLY by Thomas Road by a curved line, one hundred two and 79/100 (102.79) feet;

NORTHEASTERLY by a curved line, thirty-nine and 76/100 (39.76) feet;

EASTERLY by Roundy Road, one hundred four and 61/100 (104.61) feet;

SOUTHERLY by land now or formerly owned by Realty Construction and Engineering, Inc., one hundred twenty-three and 67/100 (123.67) feet;

WESTERLY by Lot No.73, one hundred twenty-three and 86/100 (123.86) feet;

Containing 16,255 square feet, more or less.

Being the same premises conveyed to the herein named mortgagor(s) by deed recorded with Essex South District Registry of Deeds [in Book 23102, Page 452].

Said Premises will be sold subject to and/or with the benefit of any and all 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, covenants, liens or encumbrances is made in the deed, and subject to all tenancies and/or rights of parties in possession.

No representations, expressed or implied, are made with respect to any matter concerning said Premises; said Premises will be sold "AS IS".

TERMS OF SALE:

A deposit of Ten Thousand Dollars (\$10,000.00) by certified or bank check

shall be required to be paid by the highest bidder (except where the highest bidder is the Mortgagee) at the time and place of sale, as earnest money.

The balance of the purchase price shall be due within thirty (30) days of the date of the sale at the Law Office of John C. Koslowsky, 424 Adams Street, Milton, MA 02186, attorney for said mortgagee. The successful bidder shall be required to sign a Memorandum of Sale and Memorandum of Additional Terms and Conditions of Sale containing the terms of the Auction Sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

This sale may be postponed or adjourned from time to time, if necessary, by the auctioneer or the attorney for the Mortgagee on the scheduled time and place of sale. The sale shall be conducted by Daniel P. McLaughlin & Co., LLC, 31 New Chardon Street, Boston, MA 02114 (www.mclaughlinco.com).

Other terms, if any, to be announced at the time and place of the sale.

WINCHESTER COOPERATIVE BANK,
Present Holder of Said Mortgage,
By its attorney,
John C. Koslowsky, Esquire
Law Offices of John C. Koslowsky
424 Adams Street
Milton, MA 02186
(617) 698-5003

2017-105

11-14-18, 11-21-18, 11-28-18 LV