

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Albert J. Daigle to Merrimack Valley Federal Credit Union, dated December 3, 2008, and recorded with Essex North District County Registry of Deeds in Book 11404, Page 129, of which mortgage Merrimack Valley Federal Credit Union 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 on March 21, 2014 at 10:00AM, at or upon the mortgaged premises located at 20 Washington Street, Unit 28, Methuen, Massachusetts, more particularly described below, being all and singular the premises described in said mortgage, to wit:

The land in Methuen in the County of Essex and Commonwealth of Massachusetts situated at Stonecleave Village Condominium, in said Methuen, more particularly bounded and described as follows:

Condominium, Unit 28, Bldg. F, in Stonecleave Village Condominium having a post office address of 20 Washington Street, Methuen, Essex County, Commonwealth of Massachusetts, a condominium established pursuant to Massachusetts General Laws, Chapter 183A, as amended, created by Master Deed dated June 22, 1981, recorded with Essex North District Registry of Deeds on June 24, 1981 in Book 1513, Page 181, as amended by instruments of record. Said premises are conveyed together with the borrower's undivided interest in the common areas and facilities of said Condominium as set forth in said Master Deed, as amended and as may be further amended from time to time. Said premises are conveyed subject to and with the benefit of restrictions upon and conditions, rights and obligations of a Unit Owner as set forth or referred to in said Master Deed, said Unit Deed and the provisions of the Stonecleave Village Association, Inc., its By-Laws, Rules and Regulations which are recorded with said Master Deed, all as amended or as may from time to time hereafter be further amended by instruments of record. The Unit is conveyed together with the exclusive right and easement to use those portions of the common areas appurtenant to the Unit as provided in the Master Deed above referred to and in the Unit Deed. For title see deed recorded in the Essex North District Registry of Deeds in Book 2183, Page 100.

The Mortgagee reserves the right to postpone the sale to a later date by public announcement at the time and date appointed for the sale and to further postpone any adjourned sale date by public announcement at the time and date appointed for the adjourned sale date.

The premises will be sold subject to and with the benefit of all rights, restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, tenancies, rights of possession, building and zoning laws, betterments, liens or claims and all other claims in the nature of liens, if any there be, insofar as the same are still in force and applicable to the premises.

If the successful bidder at the foreclosure sale defaults in purchasing the property according to the terms of this notice of sale 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 other successive bidders, in order of their bid) provided that such other bidder deposits with Mortgagee's attorneys, Kline and Sanders, LLP, the amount of the required deposit as set forth below within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to such other bidder within thirty (30) days of the default.

TERMS OF SALE: Five Thousand and 00/100 Dollars (\$5,000.00) is to be paid in cash, certified check and/or bank cashier's check by the Purchaser at the time and place of sale. The balance of the purchase price is to be paid by the Purchaser by certified check and/or bank cashier's check within thirty (30) days thereafter at the offices of Peter T. Kline, Esquire, Kline and Sanders, LLP, 233 Needham Street, Suite 460, Newton, MA 02464.

Other terms to be announced at the sale.

MERRIMACK VALLEY FEDERAL CREDIT UNION
present holder of said mortgage
by its attorney,
Peter T. Kline, Esquire
KLINE & SANDERS, LLP
233 Needham Street, Suite 460
Newton, MA 02464
(617) 964-2200