

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by Bryan P. DeVincent and Nikki D. DeVincent to Rockland Trust Company, a banking institution duly organized under the laws of the Commonwealth of Massachusetts, said mortgage being dated August 5, 2011 and recorded with the Middlesex County (Southern District) Registry of Deeds in Book 57276, Page 525, 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 2:00 P.M. on the 17th day of October, 2014 upon the mortgaged premises located at 58 Andrews Road, Wakefield, Middlesex County, Massachusetts, all and singular being the premises described in said mortgage, to wit:

The land with the buildings thereon in Wakefield, Middlesex County, Massachusetts, identified as: Lot 78, as shown on a Plan of Land entitled "Definitive Plan, Andrews Road Extension, Wakefield, Massachusetts," dated May 5, 1993, as revised and drawn by Hayes Engineering, Inc., Wakefield, Mass. Recorded at Middlesex South District Registry of Deeds, Book 24010, Page 544.

Said Lot contains 17,173 square feet of land according to said plan.

There is expressly excepted from the within conveyance any fee in or to "Andrews Road" as shown on said plan, the same being expressly reserved by the original subdivider. However, the Grantees, their heirs, successors and assigns shall have the right, in common with others entitled thereto, to use all of the streets shown on the above mentioned plan for all purposes for which streets and ways are commonly used in the Town of Wakefield.

This property is conveyed subject to restrictive covenants and easements of record, and as shown on the aforementioned plan, and is further subject to a Conditional Approval Contract, dated May 25, 1993, recorded with said deeds, Book 24010, Page 549 as affected by a release of covenant dated September 12, 1995 and recorded with Middlesex South Registry of Deeds at Book 25961, Page 102.

For title see deed recorded with the Middlesex County (Southern District) Registry of Deeds in Book 34193, Page 445.

Said premises are to be sold and conveyed subject to and with the benefit of all mortgages, restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, federal and state tax liens, other liens and existing encumbrances of record created prior to the mortgage, if there be any, outstanding water and/or sewer charges, to covenants, rights, reservations, conditions and/or other enforceable encumbrances of record created prior to the mortgage, to all tenancies and/or rights of parties in possession, and to rights or claims in personal property installed by tenants, former tenants, or others now located upon the premises, and to rights or claims of others now located upon the premises, if any of the aforesaid there be.

Said premises will also be sold subject to all laws and ordinances, including but not limited to zoning, applicable Massachusetts or local building and/or sanitary codes, and statutory requirements with respect to smoke detectors, lead paint, and rent control, as the same may be applicable. No representations, express or implied, are made with respect to any matter concerning the mortgaged premises, which shall be sold "as is".

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property.

TERMS OF SALE:

Twenty Thousand and No/100 (\$20,000.00) Dollars in cash or certified or bank treasurer's or cashier's check at the time and place of the sale by the purchaser and the balance of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check within forty-five (45) days after the date of sale and shall be deposited in escrow with Jack J. Mikels, Esq., Jack Mikels & Associates, LLP, 1 Batterymarch Park, Suite 309, Quincy, MA 02169. The deed shall be delivered within thirty (30) days of receipt of the balance of the purchase price, said receipt being the only condition of escrow. The successful bidder shall be required to sign a Memorandum of Sale containing the above terms at Auction Sale. In the event of a

typographical error or omission contained in this publication, the description of the premises set forth and contained in said Mortgage shall control.

OTHER TERMS TO BE ANNOUNCED AT THE SALE.

**Rockland Trust Company
By its Attorney-In-Fact
Jack J. Mikels
Jack Mikels & Associates, LLP
1 Batterymarch Park, Suite 309
Quincy, MA 02169
(617) 472-5600**

**Paul E. Saperstein Co., Inc.
144 Centre Street
Holbrook, MA 02343
(617) 227-6553
Auctioneer**