

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Ernst Moise and Carline Moise to USAlliance Federal Credit Union dated October 15, 2004 and registered with the Essex South Registry District of the Land Court as Document No. 446414, 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 the 30th day of March, 2023 at 1 Pennybrook Road, Lynn, Massachusetts 01905, all and singular the premises described in said Mortgage, to wit:

The land situated in Lynn, in the County of Essex and Commonwealth of Massachusetts, bounded and described as follows:

SOUTHWESTERLY by Walnut Street ten and 97/100 (10.97) feet;

WESTERLY by the junction of said Walnut Street and Pennybrook Road measuring on the easterly curving line thereof thirty one and 25/100 (31.25 feet); again

WESTERLY by said Pennybrook Road fifty one and 12/100 (51.12) feet;

NORTHERLY by land now or formerly of Phillip M. Anderson one hundred twenty (125) feet; and

SOUTHEASTERLY by lot 2, as shown on plan hereinafter mentioned, one hundred thirty eight and 29/100 (138.29) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 25856-B, drawn by Roger S. Brown, Civil Engineer, dated October 22, 1956, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 26335 in said Registry, and the above described land is shown as Lot 1, on last mentioned plan.

For Mortgagor's title see deed dated October 15, 2004 and recorded as Document No. 446413 as noted on Certificate of Title No. 77790 with said Registry District of the Land Court.

The premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

TERMS OF SALE:

A deposit of TEN THOUSAND DOLLARS AND 00 CENTS (\$10,000.00) shall be required to be paid to the mortgagee in cash, by certified or bank's cashier check at the time and place of sale. The balance of the purchase price is to be paid in cash, by certified check or by bank cashier's check in or within 30 days from the date of the sale. **TIME WILL BE OF THE ESSENCE.**

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

USAlliance Federal Credit Union
Present Holder of said Mortgage,
By Its Attorney,
Edward P. McCarthy
McCarthy Law Office, LLC
303 Wyman Street, Suite 300
Waltham, MA 02451
(781) 577-6686