

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 Jeffrey W. Richardson and Susan P. Richardson (a/k/a Susan Palmer Richardson) to First Horizon Home Loan Corporation dated January 20, 2006 and recorded with the Norfolk County Registry of Deeds at Book 23341, Page 207, 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 11:00 a.m. on the 17th day of October, 2023 at 137 Beaconsfield Road, Unit # 2, Brookline, Massachusetts 02445, all and singular the premises described in said Mortgage, to wit:

Property in Brookline known as Unit 137-2 (the "Unit") in Beaconsfield Condominium (the "Condominium"), a Condominium established by the Grantor pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed, dated September 26, 1980 and recorded on October 1, 1980 with the Norfolk County Registry of Deeds in Book 5786, Page 493 (the "Master Deed"). The post office address of the Unit is 137 Beaconsfield Road, Brookline, Massachusetts. The Unit is shown on the floor plans filed simultaneously with the Master Deed in said Deeds and on the copy of the portion of said plans attached thereto and made a part thereof, to which is affixed the verified statement required by section 9, of said Chapter 183A.

The Unit is conveyed together with:

1. An undivided 3.01 percent interest in the common areas and facilities of the Condominium (the "Common Elements") described in the Master Deed, and a 3.01 percent beneficial ownership in the Beaconsfield Condominium Trust") established under the Declaration of Trust recorded with said Deeds in Book 5786, Page 511.
2. A right of exclusive use of one parking space located in the parking areas of the Condominium for purposes of parking one motor vehicle, said parking space being designated by the Trustees (the "Condominium Trustees") of the Condominium Trust, subject, however, to the power and right of the Condominium Trustees, as described by the Master Deed, to change the parking space designated for use by the Unit, at anytime, or from time to time, by written notice to the owner of the Unit. Notwithstanding said power and right of the Condominium Trustees, there shall always be appurtenant to said Unit a right to park one car in the parking areas of the Condominium.
3. A right to use one storage bin located in the basement of the building containing the Unit, as shown on the floor plans recorded with and subject to restrictions as set forth in Master Deed, for storage purposes.

For Mortgagor's title see said Registry Book 13114, Page 34.

The premises are being sold subject to a mortgage given by Jeffrey W. Richardson and Susan Palmer Richardson to MERS for Lender, GN Mortgage, LLC dated April 9, 2004 and recorded with the Norfolk Registry of Deeds in Book 20827, Page 87 as assigned of recorded

and as affected by a Modification and Extension Agreement recorded with said Registry of Deeds in Book 35424, Page 425

The premises are to be sold subject to the terms, provisions, agreements, covenants, rights, obligations, conditions, restrictions, easements, reservations, rights of access of Units, liens, charges and assessments, all as set forth in the Master Deed of the recorded with said Deeds in Book 5786, Page 493 and the rules and regulations promulgated thereunder and as the same may be amended from time to time.

The premises are sold subject to the provisions of Chapter 183A of the Massachusetts General Laws and the terms and conditions of the unit deed to the Mortgagor.

The premises are sold subject to and with the benefit of all easements, party wall rights, restrictions, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, existing encumbrances, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the mortgage, if any there be. The premises are also sold subject to the right of redemption of the United States of America, if any there be.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) 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's cashier 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.

First Horizon Bank, a Tennessee banking corporation, successor to First Tennessee Bank, NA, successor to First Horizon Home Loan Corporation
Present Holder of said Mortgage,
By Its Attorneys,
Edward P. McCarthy
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