

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Kevin F. Brizee to Wainwright Bank & Trust Company, dated November 1, 2007 and recorded at Middlesex County (Southern District) Registry of Deeds on November 2, 2007, in Book No. 50310, at Page 172, of which mortgage the undersigned is the present holder Eastern Bank, successor by merger with Wainwright Bank & Trust Company, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 10:00 AM, on May 29, 2025 on the mortgaged premises being known as 410 Salem Street, Unit 805, Wakefield, MA, being all and singular the premises described in said mortgage to wit:

Unit 805, the address of which is 410 Salem Street, Wakefield, Middlesex County, Massachusetts, a unit of the Condominium known as Heron Pond Condominium located at 410-414 Salem Street, Wakefield, Middlesex County, Massachusetts, established pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated August 23, 1999 and recorded at the Middlesex County (Southern District) Registry of Deeds in Book 30644, Page 1, as amended of record. The Condominium is comprised of the land with the buildings, improvements and structures thereon shown on the site plan filed with said Master Deed. The Unit is shown on the floor plans of the building recorded simultaneously with said Master Deed.

Said Unit is conveyed together with an undivided 0.91% percent interest in the common areas and facilities as described in the Master Deed, and together the exclusive use of parking spaces numbered 17 and 18 shown on the Site Plan recorded with the Sixth Phasing Amendment to Master Deed recorded at Book 50263, Page 535.

Being the same premises as conveyed to the mortgagor by deed of H.P. Partners, LLC, dated February 13, 2007, recorded at Middlesex County (Southern District) Registry of Deeds on November 2, 2007 in Book No. 50310, at Page 153.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

### **TERMS OF SALE:**

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street Suite 201, Canton, MA 02021, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: January 29, 2025

(signed:) Eastern Bank, successor by merger with  
Wainwright Bank & Trust Company  
Present Holder of said Mortgage  
By its Attorneys,  
Barsh and Cohen, P.C.

Neil Cohen, Esquire  
Attorney for the Mortgagee  
500 Turnpike Street Suite 201, Canton, MA 02021  
(617) 332-4700