

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Robert C. Heard and Lynne E. Heard to Liberty Bay Credit Union, dated August 14, 2014 and recorded at Essex County (Northern District) Registry of Deeds on August 20, 2014, in Book No. 13951, at Page 79, of which mortgage the undersigned is the present holder Liberty Bay Credit Union, 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 December 4, 2025 on the mortgaged premises being known as 12 Hancock Circle, Methuen, MA, being all and singular the premises described in said mortgage to wit:

The land with the buildings thereon situated in Methuen, Essex County, Massachusetts, being Lot 4 on a plan of land entitled, "Definitive Subdivision Plan "Meadowbrook Acres" Methuen< mass., scale 1" = 40', Feb. 6, 1978, and recorded with Essex North District Deeds In Plan No. 7856 and to which plan reference may be had for a more particular description. Containing 20,690 square feet.

Meaning and Intending to describe and convey the same premises as conveyed to the Mortgagor by Deed dated June 4, 1981 and recorded with Essex County (Northern District) Registry of Deeds In Book 1509, Page 022.

Being the same premises as conveyed to the mortgagor by deed of Robert C. Heard and Lynn E. Phillips-Heard, dated October 11, 2016, recorded at Essex County (Northern District) Registry of Deeds on October 18, 2016 in Book No. 14840, at Page 206.

The above described premises will be sold **SUBJECT TO FIRST MORTGAGE TO Bank Of America dated November 23, 2009 and recorded at Essex County (Northern District) Registry of Deeds on December 17, 2009, in Book No. 11879, at Page 154, in the original principal amount of \$74,234.00 as assigned of record** 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: November 3, 2025

(signed:) Liberty Bay Credit Union
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
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