

## **NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Keith E. Pearson to MBTA Employees Credit Union dated March 21, 2008 and recorded with the Middlesex County Southern District Registry of Deeds in Book 50959, Page 262 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 10:00 A.M. on October 20, 2017 at 126 Monument Street, Medford, Middlesex County, Massachusetts, all and singular the premises described in said mortgage,

To wit:

A certain parcel of land with the buildings thereon situated in that part of said Medford called West Medford on Monument Street, being Lot 2 as shown on a plan of land in said West Medford, drawn by J.C. Goodwin, dated October 25, 1881, recorded with the Middlesex South District Registry of Deeds, Book of Plans 37, Plan 22, and bounded: Southwesterly by said Monument Street, Forty (40) feet; Northwesterly by Lot 3 on said plan, One Hundred Thirty and 02/100 (130.02) feet; Northeasterly by Lot 6 on said plan, Forty-Three (43) feet; Southeasterly by Lot 1 on said plan, One Hundred Twenty-Seven and 83/100 (127.83) feet. Containing 5322 square feet.

Being the same parcel conveyed to the mortgagor by deed from William E. Pearson and Anita B. Pearson to Keith E. Pearson dated March 18, 1999 and recorded with the Middlesex County South District Registry of Deeds in Book 29933, Page 202.

Property Address: 126 Monument Street, Medford, Massachusetts 02156.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens, rights of tenants and parties in possession and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

Terms of sale:

A deposit of ten thousand dollars (\$10,000) by cash, certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Francis L. Colpoys, Jr., P.C., 1020 Plain Street, Suite 250, Marshfield, MA 02050 within thirty (30) days from the date of sale. The successful bidder(s) shall be required to sign a Memorandum of Sale containing the above-terms and others at the foreclosure sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with Mortgagee's attorney, Francis L. Colpoys, Jr., P.C., the amount

of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice. In the event of an error in this publication, the description of the premises contained in said mortgage shall control. Other terms, if any, to be announced at the time and place of the sale.

**Mass Bay Credit Union f/k/a MBTA Employees Credit Union**

Present holder of said mortgage

By its Attorney,

Francis L. Colpoys, Jr., P.C.

1020 Plain St., Suite 250

Marshfield, MA 02050

781-837-1231

September 28, October 5 and 12, 2017