

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 Fernao M. Melo to Stoughton Co-operative Bank dated April 17, 2009 and recorded with the Plymouth County Registry of Deeds in Book 37079 at Page 65, 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 o'clock A.M. on the 27th day of February, 2018 on the mortgaged premises located at 97 Colonel Bell Drive, Unit 4, Brockton, Plymouth County, Massachusetts, all and singular the premises described in said mortgage,

The Unit known as Unit No. 4, having a post office address of 97 Colonel Bell Drive, in a condominium known as 97-103 Colonel Bell Condominiums and established pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated January 11, 2006 and recorded with Plymouth Registry of Deeds in Book 32061, Page 258.

Together with an undivided 4.54% percentage interest in the common areas and facilities of said Condominium and together with the rights, if any, to exclusive use of the common areas and facilities of said Condominium as more fully set forth in the aforesaid Master Deed and the Unit Deed.

Together with the benefit of, and subject to, the easements, restrictions, conditions, rights and obligations set forth or referred to in said Master Deed, Unit Deed and provisions of the 97-103 Colonel Bell Condominium Trust, its by-laws and Rules and Regulations, recorded with said Registry of Deeds, as the same may from time to time be amended by instruments of record.

Being the same premises conveyed by deed of U.S. Bank National Association, as Trustee for CMLTI 2007-WFHE2, recorded April 17, 2009 with the Plymouth County Registry of Deeds in Book 37079, Pages 61.

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 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 five thousand dollars (\$5,000) by 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 Richardson and Tyler, LLP, 3 Cabot Place, Stoughton, MA 02072, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. 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 sale.

Stoughton Co-operative Bank
Present holder of said mortgage
By its Attorneys,
Richardson and Tyler, LLP
Joseph M. Klements
3 Cabot Place, 3rd Floor
Stoughton, MA 02072
jklements@rtllegal.com
(781) 341-0000