

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Mathew M. McGrath and Linda M. McGrath to County Mortgage, LLC, dated November 22, 2010 and recorded with the Middlesex County (Southern District) Registry of Deeds in Book 55900, Page 581, 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 10:00 AM, on April 22, 2018 on the mortgaged premises being known as 31 Davis Street, Malden, Massachusetts, being all and singular the premises described in said mortgage to wit:

A certain parcel of land, with the buildings thereon, situated on Davis Street in that part of Malden, Middlesex County, Massachusetts, called Linden, and being the northerly part of lot number forty three (43) on a plan of building lots in Linden, Malden, belonging to the Estate of William O. Hall, A. F. Sargent, Surveyor, dated April 1902, and recorded with the Middlesex South District Registry of Deeds, Plan Book 137, Plan 19, and bounded and described as follows:

EASTERLY by said Davis Street, fifty (50) feet;
NORTHERLY by lot number seven (7), on said plan, forty two and thirty five one hundredths (42.35) feet;
WESTERLY by the second parcel hereinafter described and land of owners unknown fifty (50) feet; and
SOUTHERLY by the remaining part of said lot number forty three (43), on said plan, by a line parallel with and distant southerly fifty (50) feet from the northerly line of said lot forty three (43), forty two and thirty five one-hundredths (42.35) feet.

Said premises contain 2,117.5 square feet of land, more or less.

Also, a certain strip of land twenty (20) feet in width running across the easterly side of lot number 51 I and a part of 512, as shown on a plan of land in Lindondale, Malden, dated March 26, 1891, by Wood, Harmon & Co., Charles D. Elliot, Engineer & Surveyor, and recorded with said Deeds, Plan Book 67, Plan 19, and bounded and described as follows:

EASTERLY by the greater part of the first parcel, as described above, forty five (45) feet;
SOUTHERLY by part of lot 510, on said plan, twenty (20) feet;
WESTERLY by land now or formerly of Clementine H. Conway, being by the remaining part of said lot number 511 and part of said lot number 512, on said plan, forty five (45) feet; and
NORTHERLY by the other part of said lot number 512, on said plan, twenty (20) feet.

Be all of said measurements and bounds, more or less.

Being the same premises as conveyed to the mortgagor by deed of Linda M. McGrath, dated November 22, 2010, recorded with Middlesex County (Southern District) Registry of Deeds, Book 55900, Page 579.

The premises will be sold subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, municipal or zoning regulations or requirements, outstanding tax titles, condominium charges, fees, or assessments, municipal or other public or governmental taxes, assessments, outstanding orders of condition or any municipal requirements, and any liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if any there be, and the rights of tenants and occupants of the premises, if any there be. No representation is made as to the status of any improvements on the mortgaged premises and the Buyer purchases subject to all requirements related thereto.

The premises are being sold with the express acknowledgment that the Mortgagee makes no representation or warranty as to the presence or absence to any wetlands or environmental issue at all, or related to the septic or well systems, if any, or as to any contaminants or other substances, as noted under M.G.L. C21E or any other Massachusetts Statute, Code or Regulation does exist, the correction thereof will be at the Buyer's sole cost and expense, and shall be separate from the purchase price. The Buyer shall indemnify and hold harmless the Mortgagee from any and all costs, expenses or liability related to any of the aforesaid.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be paid by the successful bidder 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, 189 Wells Avenue, Newton, Massachusetts, 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: March 7, 2019

Signed: County Mortgage, LLC
Present Holder of said Mortgage

By its Attorneys,
Barsh and Cohen, P.C.

Neil S. Cohen, Esquire
Attorney for the Mortgagee
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