

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Tej Sharma and Veena Sharma to Stuart N. Cole, Trustee of County Mortgage Trust, dated January 13, 2005 and recorded with the Essex County (Northern District) Registry of Deeds in Book 9307, Page 170, as assigned by Assignment of Mortgage to Duco Associates, Inc., dated January 13, 2005 and recorded with Essex County (Northern District) Registry of Deeds in Book 9307, Page 173, as further assigned by Assignment of Mortgage by Duco Associates, Inc. to County Mortgage, LLC, dated January 23, 2009 and recorded with the Essex County (Northern District) Registry of Deeds in Book 11801, Page 281 and as affected by a Confirmatory Assignment of Mortgage by Duco Associates, Inc. to County Mortgage, LLC, dated April 8, 2014 and recorded with Essex County (Northern District) Registry of Deeds in Book 13842, Page 42, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 11:00 AM, on January 14, 2020 on the mortgaged premises being known as 10 Wedgewood Drive, Andover, Massachusetts, being all and singular the premises described in said mortgage to wit:

10 Wedgewood Drive, Andover, Massachusetts

The land with the buildings thereon located in Andover, Massachusetts and shown as Lot 13 on a plan of land entitled 'Definitive Plan of 'Golden Oaks' in Andover, Mass., Owner: Launching Road Trust of Andover Engineers: Nysten Engineering & Assoc. Scale 1"=40', Date: January 22, 1983", and said plan is recorded with North Essex Registry of Deeds as Plan No. 9165 and reference is made to said plan for a more particular description.

The aforesaid Lot 13 contains 32,386 square feet more or less according to said plan.

Together with the right to the grantees, their heirs, successors and assigns, to pass, repass and otherwise use Golden Oaks Lane and all other streets and ways in the Golden Oaks Subdivision in common with all other users lawfully entitled thereto, for all purposes for which such streets and ways are commonly used in Andover, Massachusetts. However, in accordance with Massachusetts General Laws, Chapter 183, Section 58, the grantor hereby expressly excepts from this conveyance and reserves for itself all ownership interest in Golden Oaks Lane and all other streets and ways in the Golden Oaks Subdivision. No fee interest in Golden Oaks Lane and all other streets and ways in the Golden Oaks Subdivision is hereby conveyed to the Grantees.

14 Longwood Drive, Unit 3, Andover, Massachusetts

A certain parcel of real property situated in Andover, Essex County, Massachusetts and being Condominium Unit #3 with a mailing address of 14 Longwood Drive, Andover, Massachusetts 01810, as established pursuant to Massachusetts General Laws, Chapter 183A by a Master Deed, Document No. 30023 and indicated on Condominium Plan No. 149281-1 together with an undivided fractional interest in the common areas as set forth in the Master Condominium Certificate and Master Deed and as they may be or have been lawfully amended under the provisions of said Chapter 183A.

Subject to and with the benefit of all easements as set forth in said Master Condominium Certificate and Master Deed.

Being the same premises as conveyed to the mortgagor by deed of Chongris and Sons, Inc., dated July 26, 1984, recorded with Essex County (Northern District) Registry of Deeds, Book 1842, Page 194.

EXCLUDING AND EXCEPTING from this sale 14 Longwood Drive, Unit 3, Andover, Massachusetts as released of record and the **ONLY property to be sold at this sale** is 10 Wedgewood Drive, Andover, Massachusetts.

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 \$10,000.00 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: December 9, 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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