

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 the County Mortgage Trust, dated January 13, 2005 and recorded at Essex County (Northern District) on January 13, 2005, in Book No. 9307, at Page 170, of which mortgage the undersigned is the present holder County Mortgage, LLC, by virtue of an Assignment of Mortgage to Duco Associates, Inc., recorded on January 18, 2005 at Essex County (Northern District) Registry of Deeds, Book 9307, Page 173, by virtue of an Assignment of Mortgage to County Mortgage, LLC, recorded on October 16, 2009 at Essex County (Northern District) Registry of Deeds, Book 11801, Page 281, confirmed by Confirmatory Assignment of Mortgage recorded on May 2, 2014, at Essex County (Northern District) Registry of Deeds, 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 November 9, 2023 on the mortgaged premises being known as 10 Wedgewood Drive, Andover, MA, being all and singular the premises described in said mortgage to wit:

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.

Being the same premises as conveyed to the mortgagor by deed of Chongris and Sons, Inc., dated July 26, 1984, recorded at Essex County (Northern District) Registry of Deeds in Book No. 1842, at Page 194.

The above described premises will be sold **SUBJECT TO** 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 \$10,000.00 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: September 28, 2023

(signed:) County Mortgage, LLC
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
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