

## 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 **Leigh Ann Marks and Jeff Marks to Mortgage Electronic Registration Systems, Inc., (“MERS”)** dated November 02, 2007 and recorded with the Northern Middlesex County Registry of Deeds in Book 21749, Page 56 assigned to First Citizens Bank & Trust Company f/k/a GB Home Equity, LLC dated May 30, 2019, recorded or filed at northern Middlesex recorded/Registry of deed in Book: 33029, Page: 227, of which mortgage **First Citizens Bank & Trust Company f/k/a GB Home Equity, LLC** 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 **1:00 PM on February 25, 2021 at 84 Tennis Plaza, Unit 55, Dracut, Northern Middlesex County, Massachusetts**, all and singular the premises described in said mortgage:

TO WIT:

A certain parcel of land with the building thereon situated in Dracut, Middlesex County, Massachusetts, bounded and described as follows:

The property is more particularly described in:

The unit known as No. 55, Building 84, Phase III, Winding Brook Condominium, Tennis Plaza Road, Dracut, Middlesex County, Massachusetts, a condominium established by Paul A. Villemaire, Trustee of Davilla Realty Trust, the “Declarant” in the Master Deed pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated January 1, 1986, recorded on January 28, 1986 with Middlesex North Registry of Deeds (Registry) in Book 3334, Page 29, (Master Deed), as amended by First Amendment dated March 18, 1986 with said Registry in Book 3393, Page 204, as amended by Second Amendment dated July 9, 1986, recorded July 15, 1986 with said Registry in Book 3589, Page 240, as amended by Third Amendment dated November 14, 1986, and recorded with said Registry on November 14, 1986 as Document No. 71180, which Unit is shown as built on the floor plans of the building filed with said Registry of Deeds and on the copy of the portion of said plans attached hereto and made a part hereof, to which is affixed the verified statement in the form required by Section 9 of said Chapter 183A. See Plan Book 156, Plan 146 and Plan Book 155, Plan 26.

Said Unit is conveyed together with an undivided .575% interest in the Common areas and facilities of the property described in said Master Deed attributable to the Unit; subject to and with the benefit of and easement in common with the owners of other Units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines and other common areas, all as referred to in said Master Deed.

Said Unit is conveyed subject to the provisions of said Chapter 183A, Master Deed, easements referred to therein and Declaration of Trust recorded simultaneously with the Master Deed, as the same may be amended from time to time by instrument recorded in Middlesex North District Registry of Deeds,

which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein, and to Rules and Regulations as may be established by the Condominium Trustees.

The Unit is intended only for single family residential purposes. No use may be made of the Unit except as a residence.

These premises will 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 (\$5,000.00) DOLLARS** 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 Braucher & Amann, PLLC, 764 Chestnut Street Manchester, NH 03104, Tel: (603) 486-1530, 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. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

**First Citizens Bank & Trust Company f/k/a GB Home Equity, LLC**

Present holder of said mortgage.

By its attorneys,

***Martha L Davidson.***

***764 Chestnut Street***

***Manchester, NH & 03104***

***Tel: (603) 486-1530***