

**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 Above-All Property Services LLC to Triumph Capital Partners, LLC dated April 29, 2019 and recorded with the Middlesex South County Registry of Deeds in Book 72517, Page 313, be assignment as follows: from Triumph Capital Partners, LLC to 1Sharpe Opportunity Intermediate Trust, dated May 16, 2019, recorded with the Middlesex South County Registry of Deeds at Book: 73029, Page 96, of which mortgage 1Sharpe Opportunity Intermediate Trust 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 **11:00AM on August 10, 2021 at 78 North Street, Newton, Middlesex South, Massachusetts**, all and singular the premises described in said mortgage:

TO WIT:

*A certain parcel of land with buildings thereon now known and numbered as 78 North Street, situated in Newton, Middlesex County, Massachusetts and being shown as Lot 8 on a plan entitled "Subdivision of Land, in Newton, Mass., Dated April 1940, by Rowland H. Barres and Co. C.E", and recorded with the Middlesex South District Registry of Deeds as plan #346 of 1940 and bounded and described as follow:*

***NORTHEASTERLY** by North Street, fifty-seven (57) feet;*

***SOUTHEASTERLY** by Lot #9, as shown on said plan, one hundred fifty-two and 89/100 (152.89) feet;*

***SOUTHWESTERLY** by land now or formerly of the Albermarle Golf Club, fifty-seven and 1/100 (57.01) feet;*

***NORTHWESTERLY** by Lot #7, as shown on said plan, one hundred fifty-three and 76/100 (153.76) feet.*

***Being the same premises conveyed to Mortgagor by Deed recorded with the Middlesex South District Registry of Deeds herewith.***

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, New Hampshire, 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.

**1Sharpe Opportunity Intermediate Trust**

Present holder of said mortgage

By its attorneys,

***Martha L. Davidson, Esq  
Braucher & Amann, PLLC,  
764 Chestnut Street,  
Manchester, NH 03104  
Tel: (603) 486-1530***