

## **MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage dated March 20, 2004 from Willie J. Wright and CV Wright to Ameriquest Mortgage Company recorded with Hampden County Registry of Deeds in Book 14066, Page 57, the undersigned CitiMortgage, Inc. being the present holder of said mortgage by Assignment of Mortgage dated February 7, 2005 from Ameriquest Mortgage Company to CitiFinancial Mortgage Company, Inc. recorded in Book 14827, Page 367, and CitiMortgage, Inc. being the successor by merger to CitiFinancial Mortgage Company, Inc., for breach of the conditions of said Mortgage and for the purpose of foreclosing the same will be sold at Public Auction at:

**11:00 A.M. on Thursday, December 2, 2021**

upon the hereinafter-described premises, known as and numbered as 128 Avery Street, Springfield, Hampden County, Massachusetts, all and singularly the premises described in said mortgage, to wit:

The land in Springfield, Hampden County, Massachusetts, being known and designated as Lot number 156 (one hundred fifty-six) Avery Street and being the parcel described in a deed recorded February 15, 1975 in Hampden County Registry of Deeds, Book 4102, Page 156.

Situated on the westerly side of said street and being property recorded in Hampden County Registry of Deeds in Book 4931, Page 231 and as shown on a plan recorded as aforesaid in Book of Plans 4, Page 7.

Subject to restrictions, including a twenty foot setback under instrument dated June 16, 1919 and recorded as aforesaid in Book 1038, Page 568.

Being the same premises conveyed to the Grantees herein by deed recorded August 9, 1991, Book 7777, Page 117.

Aka: 128 Avery Street, Springfield, MA 01119

The above-described premises shall be subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, including, without limitation, orders of conditions, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be.

**TERMS OF SALE:** The highest bidder shall be required to make a deposit of \$10,000.00 to the holder of said Mortgage, in cash or by certified or bank cashier's check at the time and place of said sale of said premises. The balance of the purchase price is to be paid to said holder in cash, by certified check or bank cashier's check, and thereupon the deed shall be delivered, in thirty (30) days from the date of sale at the firm of Cunningham, Machanic, Cetlin, Johnson, Harney & Tenney, LLP, Attorneys for said holder, 220 North Main Street, Suite 301, Natick, Massachusetts. The successful bidder shall be required to sign a Memorandum of Terms of Sale. The description of the premises contained in said Mortgage shall control in the event of an error in publication.

Other terms, if any, to be announced at the time and place of sale.

CITIMORTGAGE, INC. as s/b/m to  
CitiFinancial Mortgage Company, Inc.  
Present Holder of Said Mortgage,  
By its Attorneys,  
CUNNINGHAM, MACHANIC, CETLIN,  
JOHNSON, HARNEY & TENNEY, LLP  
220 North Main Street, Suite 301  
Natick, MA 01760  
(508) 651-7524