

## 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 **Kingsley D. Joshua** to **National City Bank** *dated June 11, 2007* and recorded with the **Essex County (Southern District) Registry of Deeds in Book 26930, Page 554** as assigned by Assignment of Mortgage from PNC Bank National Association, successor by merger to National City Bank, to Keyhole Capital - Fund V, dated May 11, 2013, and recorded in Essex County (Southern District) said Registry of Deeds in Book 32686, at Page 372, as assigned by Assignment of Mortgage from Keyhole Capital Fund V, LLC to DEVGRU Financial, LLC, dated August 8, 2018, and recorded in Essex County (Southern District) said Registry of Deeds in Book 37023, at Page 248, of which mortgage **DEVGRU Financial, 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 11:00 AM on ***February 24, 2021*** at **258 Chestnut Street, Lynn, Essex County, Massachusetts 01902**, all and singular the premises described in said mortgage:

TO WIT:

The land in Lynn, Essex County, Commonwealth of Massachusetts, together with the building thereon and shown as Lot Bon "Plan of Land owned by Joseph T. Moran, Lynn, Mass. dated July 26, George E. Hersey Surveyor" and duly recorded with the Essex Registry of Deeds, Southern District as Plan No. 224 of 1945, to which plan reference is hereby made for a more particular description.

Meaning and intending the same premises as were conveyed to the within Grantor by deed of Anne K. Tivey dated June 10, 2004 and recorded with the Essex South Registry of Deeds in Book 22977, Page 262.

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 03104, (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.

***DEVGRU Financial, LLC,***  
Present holder of said mortgage.

By its attorneys,

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