

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 Fatima Fialho to Shelter Mortgage Company LLC, dated October 29, 2003 and recorded with the Norfolk County Registry of Deeds in Book 20124, Page 189; assigned to Guaranty Bank, on November 7, 2017, registered with the Norfolk County Registry of Deeds in Book 35612, Page 598; and assigned to Guaranty Bank, a division of First Citizens Bank & Trust Company on November 8, 2017 and registered with the Norfolk County Registry of Deeds in Book 35613, Page 1 who 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 on February 5, 2021 at 11:00 am at 200 Cove Way, Unit 120, Quincy, MA 02169, all and singular the premises described in said mortgage:

TO WIT:

The following property in Quincy, Norfolk County, Massachusetts:

The unit ("the unit") known as No. 120-II in Captain's Cove Condominium at 200 Cove Way, Quincy, Norfolk County, Massachusetts, a Condominium established by the Grantor pursuant to Massachusetts general Laws, Chapter 183A, by Master Deed dated October 11, 1985, recorded with Norfolk County Registry of Deeds in Book 6821, Page 1, as amended ("Master Deed") which Unit is shown on floor plans of the building recorded simultaneously with the Second Amendment to said Master Deed and on the copy of the portion of said plans attached hereto and made a part hereof, to which is affixed the verified statement of a registered architect in the form required by Section 9 of said Chapter 183A.

Said Unit is conveyed together with:

1. An undivided interest in the common areas and facilities of the Condominium described in said Master Deed attributable to the Unit.
2. The exclusive right to use any balcony or patio adjoining the Unit and to which the Unit has access.
3. The right to use one parking space in the parking area on an assigned basis.
4. An easement for the continuance of all encroachments by the Unit on any adjoining units or common areas and facilities existing as a result of construction of the building in which the Unit is located or which may come into existence hereafter as a result of settling or shifting of said building, or as a result of repair or restoration of said building or of the Unit, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common areas and facilities made by or with the consent of the Trustees of the Captain's Cove Condominium Trust (the "Trustees").
5. An 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 and facilities located in any of the other units or elsewhere on the Condominium property which serve the Unit.
6. Rights and easements in common with other Unit Owners described in the Master Deed.

Said Unit is conveyed subject to:

1. An easement in favor of adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of such adjoining units or common areas and facilities of the Unit, now existing as a result of construction of said building in which the Unit is located, or which may come into existence hereafter as a result of settling or shifting of said building in which the Unit is located, or as a result of repair or restoration of the building or of any adjoining unit or the common areas and facilities after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings or by reason of an alteration or repair to the common areas and facilities made by or with the consent of the Trustees.
2. An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other common facilities located in the Unit or elsewhere on the Condominium property and servicing such other units.
3. The right in favor of the owner of the Unit to use outdoor parking spaces on an assigned basis.
4. Exclusive right and easement in favor of the owner of any Unit to use the balcony or patio adjoining the Unit and to which the Unit has access.
5. The Provisions of Massachusetts General Laws Chapter 183A as the same may be amended from time to time.
6. The provisions of this Unit Deed, the Master Deed, the Declaration of Trust of Captains Cove Condominium, dated October 11, 1985, and recorded in the Norfolk Registry of Deeds, in Book 6821, Page 44, and floor plans of the Condominium recorded as part of the Master Deed, as the same may be amended from time to time by instrument recorded in Norfolk County 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, employees, servants, and visitors, as though such provisions were recited and stipulated at length herein.

Being the same premises as conveyed in Deed from Morris S. Eskinazi recorded 10/31/2003 in Document Number 258845, Book 20124, Page 167 in said County and State.

Commonly known as: 200 Cove Way, Unit 120 aka Unit 120-II, Quincy, MA 02169

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, 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.

Guaranty Bank, a division of First Citizens Bank & Trust Company

Present holder of said mortgage

By its attorneys,

BRAUCHER & AMANN, PLLC

764 CHESTNUT STREET

MANCHESTER, NH 03104

603-486-1530