

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 Paul J. Caruso to Mortgage Electronic Registration Systems, Inc, dated August 26, 2008 and registered with the Norfolk County Registry of Deeds at Book 26034, Page 121 and assigned to Headlands Residential 2019-RPL1 Owner Trust, U.S. Bank Trust National Association, As Indenture Trustee on May 14, 2020 and recorded with Norfolk Registry of Deeds at Book: 37872, Page: 532 of which mortgage Headlands Residential 2019-RPL1 Owner Trust, U.S. Bank Trust National Association, As Indenture Trustee 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 19, 2021 at 11:00 am** at 61 Broad Reach, Unit T64, Weymouth, 02191, all and singular the premises described in said mortgage:

TO WIT:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF NORFOLK, STATE OF MASSACHUSETTS, AND IS DESCRIBED AS FOLLOWS:

UNIT #T-64, NORTH WEYMOUTH, MASSACHUSETTS 02191 (HEREIN-AFTER THE "GRANTEE"), WITH QUITCLAIM COVENANTS, THE UNIT KNOWN AS NO. T-64 (HEREINAFTER THE "UNIT") IN THE BUILDING KNOWN AS BEDFORD SOUTH (HEREINAFTER THE "BUILDING") OF WEYMOUTHPORT CONDOMINIUM - PHASE I, BROAD REACH, NORTH WEYMOUTH, NORFOLK COUNTY, MASSACHUSETTS, A CONDOMINIUM (HEREINAFTER THE "CONDOMINIUM") ESTABLISHED BY WEYMOUTHPORT CORPORATION PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 183A, BY MASTER DEED DATED AUGUST 27, 1973, RECORDED WITH THE NORFOLK COUNTY REGISTRY OF DEEDS IN BOOK 4975, PAGE 226, AS AMENDED BY INSTRUMENTS RECORDED WITH SAID NORFOLK COUNTY REGISTRY OF DEEDS IN BOOK 4989, PAGE 535, BOOK 5023, PAGE 651, AND BOOK 5124, PAGES 14 AND 27 (HEREINAFTER THE "MASTER DEED"), WHICH UNIT IS SHOWN ON THE FLOOR PLANS (HEREINAFTER THE "PLANS") OF THE BUILDING RECORDED SIMULTANEOUSLY WITH THE MASTER DEED, OR WITH THE APPLICABLE AMENDMENTS THERETO. THE POST OFFICE ADDRESS OF THE CONDOMINIUM IS 61 BROAD REACH, UNIT #T-64, NORTH WEYMOUTH, MASSACHUSETTS 02191.

THE UNIT IS CONVEYED TOGETHER WITH:

1. AN UNDIVIDED INTEREST OF .5575% IN THE COMMON AREAS AND FACILITIES ("COMMON ELEMENTS") OF THE CONDOMINIUM DESCRIBED IN THE MASTER DEED ATTRIBUTABLE TO THE UNIT.
2. AN EXCLUSIVE LICENSE TO USE ONE (1) UNDERGROUND PARKING SPACE DESIGNATED FOR THE UNIT AS SHOWN ON THE PLANS.
3. AN EXCLUSIVE LICENSE TO USE ONE (1) STORAGE CUBICLE DESIGNATED FOR THE UNIT AS SHOWN ON THE PLANS.
4. AN EASEMENT FOR THE CONTINUANCE OF ALL ENCROACHMENTS BY THE UNIT ON ANY ADJOINING UNITS OR COMMON ELEMENTS EXISTING AS A RESULT OF CONSTRUCTION OF THE BUILDING, OR WHICH MAY COME INTO EXISTENCE HEREAFTER AS A RESULT OF SETTLING OR SHIFTING OF THE

BUILDING, OR AS A RESULT OF REPAIR OR RESTORATION OF THE BUILDING OR OF THE UNIT AFTER DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY, OR AFTER A TAKING IN CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS, OR BY REASON OF AN ALTERATION OR REPAIR TO THE COMMON ELEMENTS MADE BY OR WITH THE CONSENT OF THE TRUSTEES (HEREINAFTER THE "TRUSTEES") OF WEYMOUTHPORT CONDOMINIUM - PHASE I TRUST (HEREINAFTER THE "DECLARATION OF TRUST").

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 ELEMENTS LOCATED IN ANY OF THE OTHER UNITS OR ELSEWHERE IN THE CONDOMINIUM AND SERVING THE UNIT.

6. RIGHTS AND EASEMENTS IN COMMON WITH OTHER UNIT OWNERS AS DESCRIBED IN THE MASTER DEED. SAID UNIT IS CONVEYED SUBJECT TO:

1. EASEMENTS IN FAVOR OF ADJOINING UNITS AND IN FAVOR OF THE COMMON ELEMENTS FOR THE CONTINUANCE OF ALL ENCROACHMENTS OF SUCH ADJOINING UNITS OR COMMON ELEMENTS ON THE UNIT, NOW EXISTING AS A RESULT OF CONSTRUCTION OF THE BUILDING, OR WHICH MAY COME INTO EXISTENCE HEREAFTER AS A RESULT OF SETTLING OR SHIFTING OF THE BUILDING, OR AS A RESULT OF REPAIR OR RESTORATION OF THE BUILDING OR OF ANY ADJOINING UNIT OR OF THE COMMON ELEMENTS AFTER DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY, OR AFTER A TAKING IN CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS, OR BY REASON OF AN ALTERATION OR REPAIR TO THE COMMON ELEMENTS 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 ELEMENTS LOCATED IN THE UNIT OR ELSEWHERE IN THE CONDOMINIUM AND SERVING SUCH OTHER UNITS.

3. EXCLUSIVE RIGHTS IN FAVOR OF THE OWNER OF ANY UNIT TO USE DESIGNATED UNDERGROUND PARKING SPACES AND STORAGE CUBICLES.

4. THE PROVISIONS OF THIS UNIT DEED, THE MASTER DEED, THE DECLARATION OF TRUST, AND THE PLANS, AS THE SAME MAY BE AMENDED FROM TIME TO TIME BY INSTRUMENT RECORDED IN THE 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 OR HER FAMILY, SERVANTS, AND VISITORS, AS THOUGH SUCH PROVISIONS WERE RECITED AND STIPULATED AT LENGTH HEREIN.

5. ALL EASEMENTS, RESTRICTIONS, AND CONDITIONS OF RECORD, IF ANY, INsofar AS THE SAME ARE NOW IN FORCE AND APPLICABLE.

THE UNIT IS INTENDED ONLY FOR RESIDENTIAL PURPOSES, AND NO OTHER USE MAY BE MADE OF THE UNIT

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.

**Headlands Residential 2019-RPL1 Owner Trust, U.S. Bank Trust National Association,
As Indenture Trustee**

Present holder of said mortgage

By its attorneys,

BRAUCHER & AMANN, PLLC

764 CHESTNUT STREET

MANCHESTER, NH 03104

603-486-1530