

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by LARRY'S COMICS, INC. to DOLORES A. KIRK dated June 8, 2017 and recorded at the Middlesex County North District Registry of Deeds in Book 31286, Page 170, of which Mortgage the Undersigned is the present authorized 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 o'clock a.m. on the 7<sup>th</sup> day of November, 2018 A.D., all and singular, the premises described in said Mortgage, to wit:

That certain parcel of land together with any buildings or improvements thereon, known as 124-126 Tyngsboro Road, Chelmsford, Massachusetts, bounded and described as follows:

Beginning at the point on the Southerly side of the Old Turnpike, so-called at the most Westerly corner of the premises and at land now or formerly of R.B. Chamberlain; thence Southerly by said Chamberlain land to a corner; thence Easterly by said Chamberlain land to land now or formerly of Simeon Blodgett; thence Northerly by said Blodgett land to said Turnpike; thence Westerly by said Turnpike to the point of beginning.

Containing about three fourths (3/4) of an acre, excepting however from the foregoing described premises so much thereof as was conveyed by Augusta Carkin to Eliza J. Leighton by deed dated June 13, 1904, and recorded in Middlesex North District Registry of Deeds in Book 36, Page 39, and

Including but not limited to any right, title and interest of Grantor in and to adjacent streets, alley or rights of way. foreclosure sale

This land is to be conveyed subject to easements, restrictions and reservations of record, real estate taxes currently outstanding and currently due or not yet due and payable; zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, to the extent that the same are in force and applicable.

Being the same premises described in a certain Deed recorded at said Middlesex North District Registry of Deeds in Book 2821, Page 82. See also at said Deeds Book 3126, Page 168.

### TERMS OF SALE:

A deposit of Ten Thousand (\$10,000.00) dollars in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Contract/Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by oral or written announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney. The description of the premises contained in said Mortgage shall control in the event of an error in this publication.

The property is sold in "as-is" condition with all faults subject to all easements, restrictions, encumbrances, zoning, taxes, assessments and/or other matters of record. Any announcements made on the day of sale shall take precedence over any previous written material or oral statements made.

TIME WILL BE OF THE ESSENCE.

Dolores A. Kirk, by her attorney

Alfred Wolsky

58 Medford Street

Arlington, Ma 02474

781 648 4198 ext. 15