

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by David P. Marcinczyk and Helen Enman a/k/a Helen M. Enman to Bank of America, N.A. dated August 18, 2005 and recorded with the Worcester County (Worcester District) Registry of Deeds, in Book 37243, Page 305, as assigned by Assignment of Mortgage dated October 18, 2013; recorded in Worcester County (Worcester District) Registry of Deeds, Book 51784, Page 300, and by Assignment dated November 9, 2017; recorded in Worcester County (Worcester District) Registry of Deeds, Book 58074, Page 176 of which mortgage the undersigned 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 1:00 PM, on August 25, 2023**, on the premises known as **48 James Street, Barre, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

A parcel of land located in Barre, County of Worcester, State of Massachusetts with a street location address of 48 James Street, Barre, MA 01005 currently owned by David P. Marcinczyk and Helen M. Enman and more fully described in the vesting document dated 07/07/00, Recorded on 07/07/00, in Book 22770 Page 106 and designated as metes and bounds property.

Being all of that certain property conveyed to David P. Marcinczyk and Helen M. Enman from Sally Borg Picard and Robert Borg, by Deed dated 07/07/00 in Deed Book 22770, Page 106 of official records.

Terms of Sale: These premises are being sold subject to any and all unpaid real estate taxes, water rates, municipal charges and assessments, condominium charges, expenses, costs, and assessments, if applicable, federal tax liens, partition wall rights, statutes, regulations, zoning, subdivision control, or other municipal ordinances or bylaws respecting land use, configuration, building or approval, or bylaws, statutes or ordinances regarding the presence of lead paint, asbestos or other toxic substances, sanitary codes, housing codes, tenancy, and, to the extent that they are recorded prior to the above mortgage, any easements, rights of way, restrictions, confirmation or other matters of record.

Purchaser shall also bear all state and county deeds excise tax. The deposit of \$10,000.00 is to be paid in cash or bank or certified check at the time and place of the sale, with the balance of the purchase price to be paid by bank or certified check within forty-five (45) days after the date of the sale, to be deposited in escrow with Guaetta and Benson, LLC, at 73 Princeton Street, Suite 208, North Chelmsford, Massachusetts.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder or, thereafter, to the next highest bidders, providing that said bidder shall deposit

with said attorney, the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder.

Other terms, if any, are to be announced at the sale.

Dated: July 31, 2023

Present holder of said mortgage

Wells Fargo Bank, N.A., as Trustee for Banc of America Alternative Loan Trust 2005-10,
Mortgage Pass-Through Certificates, Series 2005-10

by its Attorneys

Guaetta and Benson, LLC

Peter V. Guaetta, Esquire

P.O. Box 519

Chelmsford, MA 01824