## MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Antoinette M. Banks to First Eastern Mortgage Corporation, dated April 17, 2002 and recorded with the Worcester County (Northern District) Registry of Deeds at Book 4164, Page 316, subsequently assigned to Option One Mortgage Corporation by First Eastern Mortgage Corp. by assignment recorded in said Worcester County (Northern District) Registry of Deeds at Book 4339, Page 64, subsequently assigned to Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2002-A, Asset-Backed Certificates, Series 2002-A by Sand Canyon Corporation FKA Option One Mortgage Corporation by assignment recorded in said Worcester County (Northern District) Registry of Deeds at Book 9025, Page 97, subsequently assigned to New Residential Mortgage Loan Trust 2017-3 by Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2002-A, Asset-Backed Certificates, Series 2002-A by assignment recorded in said Worcester County (Northern District) Registry of Deeds at Book 9025, Page 99, subsequently assigned to Citibank, N.A., not in its individual capacity but solely as Owner Trustee for New Residential Mortgage Loan Trust 2017-3 by New Residential Mortgage Loan Trust 2017-3 by assignment recorded in said Worcester County (Northern District) Registry of Deeds at Book 9448, Page 91 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 11:00 AM on June 20, 2024 at 1 Avon Place, Fitchburg, MA, all and singular the premises described in said Mortgage, to wit: PARCEL I: A certain parcel of land with the buildings thereon, situated in Fitchburg, Worcester County, Massachusetts, on the northerly side of Avon Place, so-called, and bounded as follows: Beginning at a stone bound at the most southerly corner thereof at said Avon Place; thence N. 26° 50' E. 41.85 feet to a stone bound at land now or formerly of the heirs of Eli Culley; thence N. 57° 09' W. by said Culley land 39.9 feet to a stone bound; thence Northwesterly by said Culley land 5 feet to a corner at land formerly of Leroy J. Page; thence Southwesterly by said Pago land 46 feet to a corner at said Avon Place; thence by said Avon Place S. 70° 30' E. 1 1/2 feet to a stone bound; thence S. 66° 51' E. by said Avon Place 14 feet to an angle; thence S. 63° 10' E. still by said Avon Place 26 feet to the place of beginning. PARCEL II: Property situated on the northerly side of Lunenburg Street, Fitchburg, Worcester County, Massachusetts, bounded and described as follows: BEGINNING at the most southerly corner thereof at a stone bound at said street and at a passway fifteen feet wide, always to be kept open and common, that runs northwesterly from said Street; THENCE running North 57° 43' West by the northeasterly line of said Passway, sixty (60) feet, more or less, to a stone bound at land now or formerly of O. F. Page; THENCE North 26° 50' East by said Page land, forty-one and 85/100 (41.85) feet to a stone bound at land now or formerly of Martha A. Culley; THENCE South 57° East by said Culley land, ninety-five and 1/10 (95.1) feet to a stone bound at said Lunenburg Street; THENCE South 70° 41' West by said Street, thirty-nine and 55/100 (39.55) feet to a stone bound at an angle in said Street; THENCE 49° 44' West by said Street, nine and 35/100 (9.35) feet to the place of beginning. Said property is conveyed subject to those matters set forth in deed dated June 28, 1977 and recorded with Worcester North District Registry of Deeds in Book 1182, Page 448, as follows: "This conveyance is subject to all covenants, restrictions, easements, reservations, conditions, and rights appearing of record for or against said land; also subject to any state of facts which an accurate survey of said land would show". For Mortgagors title see deed recorded herewith. The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

## TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) 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 Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) 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 written or oral 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. TIME WILL BE OF THE **ESSENCE.** Other terms, if any, to be announced at the sale.

> Citibank, N.A., not in its individual capacity but solely as Owner Trustee for New Residential Mortgage Loan Trust 2017-3 Present Holder of said Mortgage,

By Its Attorneys,

ORLANS PC PO Box 540540 Waltham, MA 02454

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