

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain mortgage given by Tziporah Halevy to Metro Credit Union dated December 13, 2019, and recorded in the Norfolk County Registry of Deeds at Book 37452 Page 333, of which mortgage the undersigned is 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 11:00 a.m. on the 10th day of September, 2024 upon the mortgaged premises located at 14 Claflin Road, Unit 3, Brookline, MA 02445, all and singular the premises described in said mortgage, to wit:

The "Unit" known as Unit No. 3, having a post office address of 14 Claflin Road, Brookline, Norfolk County, Massachusetts, in a condominium known as 14 Claflin Road Condominium and established pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated July 29, 1986 and recorded August 7, 1986 with Norfolk County Registry of Deeds in Book 7181, Page 523.

Together with an undivided 33.3% interest in the common areas and facilities of said Condominium and together with the rights, if any, to exclusive use of the common areas and facilities of said Condominium as more fully set forth in the aforesaid Master Deed and the Unit Deed. Together with the benefit of, and subject to, the easements, restrictions, conditions, rights, and obligations set forth or referred to in said Master Deed, Unit Deed and provisions of the 14 Claflin Road Condominium Declaration of Trust, its by-laws and Rules and Regulations, recorded with said Registry of Deeds, as the same may from time to time be amended by instruments of record.

Meaning and intending to convey the same premises as described by deed dated January 7, 2013 and recorded January 11, 2013 with Norfolk County Registry of Deeds in Book 30910, Page 231.

Subject to a mortgage to East Boston Savings Bank dated August 14, 2019 and recorded with said deeds at Book 37072, Page 80 as affected by subordination dated November 26, 2019 and recorded at Book 37454, Page 82.

If the description of the property in this notice conflicts with the description in the mortgage, the description in the mortgage shall control.

The above-described premises shall be sold subject to all easements, restrictions, municipal or other public taxes, assessments, liens or claims in the nature of liens, outstanding tax titles, condominium fees, building, zoning and other land use laws and all permits and approvals issued pursuant thereto, including, without limitations, orders of conditions, and existing encumbrances of record created prior to said Mortgage, if there be any. Said premises are to be sold subject to the right of redemption of the United States of America, if any there be.

Ten Thousand and 00/100 (\$10,000.00) Dollars of the purchase price must be paid in cash, certified check or treasurer's or cashier's check at the time and place of the sale by the

purchaser. The balance of the purchase price shall be paid in cash, certified check or treasurer's check or cashier's check or other check satisfactory to Mortgagee's attorney within thirty (30) days after the date of sale (or the first business day following thereafter if such date falls on a Saturday, Sunday or a legal holiday) at the offices of Phillips & Angley, P.C., One Washington Mall, Boston, Massachusetts 02108. The successful bidder will be required to execute a Memorandum of Sale immediately after the close of bidding.

The deposit paid at the time of the sale shall be forfeited if the purchaser does not comply strictly with the terms set forth in this Notice of Sale or the terms of the Memorandum of Sale executed at the time of foreclosure.

The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date, to sell the property to the next highest bidder in the event of default by the highest or any other bidder, and to amend the terms of the sale by written or oral announcement made before or during the 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 purchaser shall be responsible for all closing costs, state documentary stamps and recording fees.

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

METRO CREDIT UNION
By its attorneys

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