

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain mortgage given by Bruce A. Scudder and Lisa K. Scudder to Metropolitan Credit Union n/k/a Metro Credit Union dated August 5, 2004, and recorded in the Essex (North) County Registry of Deeds at Book 9034, Page 171, 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 12:00 noon on the 16th day of January, 2025 upon the mortgaged premises located at 134 Farnum Street, North Andover, MA 01845, all and singular the premises described in said mortgage, to wit:

That certain piece or parcel of land, and the buildings and improvements thereon, known as

134 Farnum Street
In the Town of North Andover
County of Essex
And State of MA

And being more particularly described in a deed recorded in Book 4555, Page 97.

Title Held By: Bruce A. Scudder & Lisa K. Scudder

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

This is the foreclosure of a second mortgage, Pursuant to a January 11, 2011 subordination recorded with said deeds at Book 12387 Page 243, the mortgage being foreclosed is subordinate to a mortgage to Mortgage Electronic Registrations Systems, Inc. for Leader Bank N.A. dated January 24, 2011 and recorded with said deeds at Book 12387 Page 228, which mortgage is now held by Specialized Loan Servicing LLC by assignment dated January 5, 2023, recorded with said deeds at Book 17658 Page 279.

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

Jeffrey J. Phillips, Esq.
B.B.O. #398480
Christopher S. Tolley, Esq.
B.B.O. #548180
Phillips & Angley
One Washington Mall
Boston MA 02108
Tel. No. 617-367-8787