## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage and Security Agreement (the "Mortgage") given by LabUSA, Inc. (the "Mortgagor") to Citibank, N.A. (the "Mortgagee"), dated February 14, 2013, and recorded with the Essex North District Registry of Deeds (the "Registry") in Book 13347, Page 288, as affected by the Assignment of Mortgage and Security Agreement dated March 20, 2015 to American First Federal, Inc. recorded with the Registry in Book 14185, Page 224, 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 10:00 AM on the 13<sup>th</sup> day of October, 2017 at 203 Turnpike Street, Unit G1, Building B, North Andover, Massachusetts 01845, all and singular the premises described in said mortgage, to wit:

Unit G I (the "Unit") in Building B (having an address of 203 Turnpike Street) of the North Andover Office Park Condominium (the "Condominium"), a condominium established pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated August 12, 2008 and recorded with the Essex North District Registry of Deeds (the "Registry") at Book 11282. Page 224, as amended by the instruments of record.

The Unit Owner has an undivided 3.9827% Percentage Interest in the General Common Elements (as defined in the Master Deed), and together with all other rights, easements and interests appurtenant to the Unit, all set forth in the Master Deed, as amended and as may be further amended from time to time.

For title see Unit Deed recorded with Essex North Registry of Deeds in Book 11586, Page 219.

In the event of any typographical errors in the publication of this notice, the description in the Mortgage shall control.

Said premises shall also be sold subject to and/or with the benefit of any and all other restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, attachments and existing encumbrances of record created prior to the Mortgage, if any there be, insofar as in force and applicable.

Said premises will also be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or rights of parties in possession now or at the time of said auction which are subject to said Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

## Terms of sale:

The highest bidder in the sale of the premises shall deposit a bank treasurer's check, or certified check in the amount of Five Thousand Dollars (\$5,000) at the time and place of the sale of the premises as a non-refundable earnest money deposit towards the purchase price to be held at the option of the Mortgagee as liquidated damages for any default by the successful bidder. The balance of the purchase price shall be paid upon delivery of the deed within thirty (30) days of the date of the public auction. The successful bidder shall be required to sign a Memorandum of Sale at the public auction containing the terms herein and any additional terms set forth in the Memorandum of Sale or announced at the public auction.

In the event that the successful bidder at the public auction fails to perform in the time specified to purchase the premises, the Mortgagee reserves the right, at its sole election, to sell the premises by

foreclosure deed to the other qualified bidders, in descending order beginning with the next highest bidder, provided that in each case the next highest bidder delivers to Mortgagee the amount of the required deposit within three (3) business days after written notice of the default of the previous highest bidder and promptly executes a Memorandum of Sale providing for performance within thirty (30) days of execution. Mortgagee also reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder. The Mortgagee reserves the right to postpone this sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms to be announced at sale.

For inquiries concerning the auction, please contact Stanley J. Paine Auctioneers at 617.731.4455 or https://www.paineauctioneersonline.com.

American First Federal, Inc. present holder of the Mortgage,

By its attorneys, Lauren A. Solar, Esq. Hackett Feinberg P.C. 155 Federal Street, 9<sup>th</sup> Floor Boston, MA 02110

(9/22, 9/29, 10/6)