

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **STEPHANIE R. SULLIVAN-MCCAUGHEY AND PAUL J. MIGNONE, TRUSTEES OF MIRAGE REALTY TRUST, u/d/t January 5, 2007**, with an address of 324 Essex Street, Swampscott, Massachusetts 01907 (collectively, the "Mortgagor") to **Danversbank, now held by PEOPLE'S UNITED BANK, successor by merger to Danversbank** with a mailing address of 1 Center Street, 2nd Floor, Exeter, New Hampshire 03833 ("Mortgagee"), dated January 5, 2007, and recorded on January 8, 2007 with the Essex County Registry of Deeds (the "Registry") in Book 26456, Page 139. For breach of the conditions of said Mortgage and for the purpose of foreclosing the same, there shall be sold by People's United Bank at **Public Auction at 10:00 A.M. on the 26th day of June, 2014**, on the mortgaged premises described below, being known as 324 Essex Street, Swampscott, Essex County, Commonwealth of Massachusetts, all and singular the premises described in said Mortgage (the "Premises"), to wit:

The land in Swampscott, together with the buildings thereon, being two parcels, more particularly bounded and described as follows:

Parcel One:

Beginning at a point on the northwesterly side of Essex Street, three hundred and fifty-seven feet southwesterly from land now or late of James T. Lyons, and thence running Northwesterly by lot numbered 2 on a plan of land of one Louis Bourneuf, made by F. H. Eastman, Surveyor, dated March 25, 1896, forty-four and 93/100 (44.93) feet; thence turning and running southwesterly by land of the Boston & Maine Railroad, one hundred forty and 94/100 (140.94) feet; thence turning and running southeasterly by land now or formerly of Dennis Lyons, thirty-two and 60/100 (32.60) feet; and thence turning and running Northeasterly by said Essex Street one hundred forty and 51/100 (140.51) feet. Being Lot numbered 1 on said plan and a lot on the Southwesterly side thereof.

Parcel Two:

Beginning at a point on the northwesterly side of Essex Street at lot No. 1 on a plan of land of Louis Bourneuf, dated March 25, 1896, and filed with Essex South District Deeds, Book 2396, Page 123, and then running Northwesterly by said lot forty-four and 93/100 (44.93) feet to land of the Boston & Maine Railroad, thence turning and running Northeasterly by said land of the Boston & Maine Railroad forty-two and 34/100 (42.34) feet to Lot No. 3 on said plan, thence turning and running Southeasterly by said Lot No. 3, fifty and 30/100 (50.30) feet to Essex Street; thence turning and running by said Essex Street, forty-two (42) feet to the point begun at. Being Lot No. 2 on said plan.

The Mortgagee obtained relief from the automatic stay in case #15617 on November 1, 2013 in the United States Bankruptcy Court for the District of Massachusetts being a Chapter 7 proceeding filed by Paul J. Mignone.

TERMS OF SALE: The premises to be sold shall be subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if any, there be.

The Premises shall also be sold subject to all leases and tenancies, if any there may be, having priority over said mortgage, to tenancies or occupation by persons on the premises now or at the time of said auction which tenancies or occupation are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to all laws and ordinances including, but not limited to, all building, zoning and environmental laws and ordinances.

A cashier's check or certified check in the sum of **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** must be presented at the sale in order to qualify as a bidder and shall be tendered by the successful bidder at the sale as a deposit prior to any bidding. The balance of the purchase price is to be paid within thirty (30) days thereafter to the attorneys for the Mortgagee at which time a Foreclosure Deed for the Mortgaged Premises will be delivered to the successful bidder. **TIME IS OF THE ESSENCE.** The successful bidder shall be required to execute a Memorandum of Sale upon acceptance of his/her bid, containing certain terms including those herein and others announced at the sale.

If the highest bidder fails to complete the purchase of the premises on the terms provided in this Notice and in the Memorandum of Sale signed following the sale, or if the successful bidder fails to sign the memorandum of sale, then the Mortgagee reserves the right to sell the premises to the second highest bidder for the amount of the second highest bid. If the Mortgagee exercises such right, it will notify the second highest bidder who will then have three (3) days to deliver the deposit specified above to the Mortgagee's attorneys and to agree upon a closing date.

Exclusion of Warranties: Except for Warranties arising by operation of law, **THE SALE OF THE MORTGAGED PREMISES IS "AS-IS" AND WITH ALL FAULTS, LATENT OR PATENT SUBJECT TO ALL PRIOR ENCUMBRANCES.** The conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the Purchaser without any other expressed or implied representations or warranties whatsoever, including but not limited to representations regarding acreage, description of the Mortgage Premises, uses, rent rolls,

leases, outstanding taxes, liens and encumbrances, title matters, availability of any utilities, occupancy, any matter relating to any structure on the Mortgaged Premises or any other matter. Purchaser shall be deemed to have expressly acknowledged by participation in the public auction that any warranty or representation other than those contained herein made by the attorney for the mortgagee, or other person, are without authority and that Purchaser has duly inspected the Mortgaged Premises, the title thereto, the occupancy thereof, and all other matters in connection with the purchase of the Mortgaged Premises by itself and by various experts as is reasonable and prudent. To the extent that the Mortgaged Premises and the conveyance hereunder includes fixtures or other personalty, than all such items shall be conveyed "as-is" and "where-is". **MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY SUCH FIXTURES OR OTHER PERSONALTY.** From and after the conclusion of the auction, all risk of loss or damage to the Mortgaged Premises shall pass to, and be borne by, the successful bidder.

Reservation of Rights: The Mortgagee reserves the right to (1) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises at the foreclosure sale; (3) reject any and all bids for the Mortgaged Premises; (4) waive reading this notice or any portion thereof at the foreclosure sale; (5) amend or alter the terms of sale stated in this notice by oral or written announcement made at any time before or during the foreclosure sale. Such changes or amendments shall be binding on all bidders.

The description of the Mortgaged Premises contained in the Mortgage shall control in the event of a typographical error in this publication.

Other terms, if any, to be announced at the sale. Further information may be obtained from the auctioneer, James R. St. Jean at (603)734-4318.

Dated this 19th day of May, 2014.

PEOPLE'S UNITED BANK, SUCCESSOR BY
MERGER TO DANVERSBANK
By its attorneys,
ALLEN-FULLER, PA

By: John L. Allen, Esquire
40 Stark Street
Manchester, NH 03101
(603) 666-9966