

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

Pursuant to M.G.L. - Part III, Title III, Chapter 244, Section 14

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **TRIANGLE CREDIT UNION** to **TANISHA T. AGUIRRE** and **BRANDON R. AGUIRRE** dated **MARCH 29, 2023**, and recorded with the Essex South Registry of Deeds (the "Registry") in Book 41494, Page 557, 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 shall be sold at Public Auction at **11:00 AM** on **MARCH 25, 2025**, on the mortgaged premises described below, being known as **221 Wilson Street, Unit 2, Haverhill, Southern Essex County, Commonwealth of Massachusetts**, all and singular the premises described in said mortgage, to wit:

The dwelling unit (the Unit) known as Unit #2 in the Condominium known as 219-221 Wilson Street Condominium situated at 219-221 Wilson Street, Haverhill, MA 01832, created pursuant and subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts by Master Deed dated February 8, 2005 and recorded with the Essex South District Registry of Deeds at Salem, Massachusetts in Book 23941, Page 288.

The post office address of the unit is: 221 Wilson Street, Haverhill, MA 01832.

The unit is conveyed together with an undivided 50% interest in the common areas and facilities (the Common Elements) as described in said Master Deed, and together with the exclusive right to use the driveways, walkways and entranceways as shown on the plan recorded with the Master Deed.

The unit contains approximately 2,315 square feet of area and is laid out as shown on a plan recorded with the original Unit Deed, which plan is a copy of a portion of the plan filed with the Master Deed and to which is affixed a verified statement in the form provided for in M.G.L. c. 183A, section 9.

The Grantor hereby voluntarily releases all rights of Homestead, if any, as set forth in M.G.L. Chapter 188 whether created automatically pursuant to Massachusetts Laws or by Declaration and states under the pains and penalties of perjury that there are no other persons entitled to protection under the Homestead Act.

TERMS OF SALE: Deposit of cash, cashier's or certified check in the sum of **TEN THOUSAND 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. The balance of the purchase price is to be paid within 30 days thereafter by wire transfer to the attorneys for Mortgagee, the Law

Offices of Alexander S. Buchanan, PLLC, 30 Temple Street, Suite 201, Nashua, New Hampshire 03060, at which time a Foreclosure Deed for the Mortgaged premises will be delivered to the successful bidder. **TIME WILL BE 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.

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 to be sold shall also be 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.

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, 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, Law Offices of Alexander S. Buchanan, PLLC, 30 Temple Street, Suite 201, Nashua, New Hampshire 03060, and to agree upon a closing date.

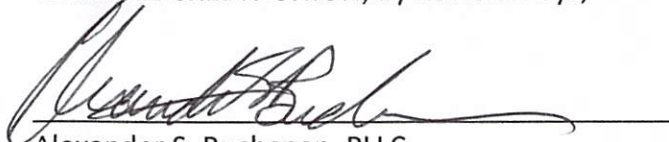
The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale.

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.

TRIANGLE CREDIT UNION, by its Attorneys,

Dated: February 20, 2025

A handwritten signature in dark ink, appearing to read "Alec Buchanan", is written over a horizontal line.

Alexander S. Buchanan, PLLC

Alexander S. Buchanan, BBO 650353

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Nashua, NH 03060

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