

MORTGAGEE'S SALE OF REAL ESTATE BY VIRTUE AND IN EXECUTION

MORTGAGEE'S SALE OF REAL ESTATE By virtue and in execution of the Power of Sale contained in a certain mortgage given by JHM Billerica, LLC to David J. Crescio, Trustee of DJM Realty Trust under Declaration of Trust dated July 1, 2008, (the Trustee's Certificate pursuant to M.G.L. Chapter 184, Section 35 is recorded with Middlesex North District Registry of deeds at Book 22295 Page 9), dated December 8, 2015 and recorded with Middlesex North District Registry of Deeds, Book 29645, Page 176, of which mortgage the undersigned, David J. Crescio, Trustee of DJM Realty Trust under Declaration of Trust dated July 1, 2008, 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 A.M. on the thirtieth day of May, A.D. 2019, on the premises being known as 616 Middlesex Turnpike, Billerica, Massachusetts, 01821 all and singular the premises described in said mortgage, To wit: The land in Billerica, Middlesex County, Massachusetts, shown as Lot 1 on a plan of land, in Billerica, Mass., prepared for Joseph W. Martin, Jr., July 1980, Fleming, Bienvenu & Associates, Inc., Engineers and Surveyors, Billerica, Mass., which plan is recorded with the Middlesex North District Registry of Deeds in Plan Book 132, Plan 36. Said Lot of land contains 5.506 acres of land. Being the same premises conveyed to the Grantor by Deed recorded herewith. The premises will be sold subject to and with the benefit of all rights, restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, betterments, liens or claims in the nature of liens and existing encumbrances of record created prior to the mortgage or entitled to precedence over the mortgage, if any there be, insofar as the same are still in force and applicable to the premises. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/ or the terms of the Purchase and Sale Agreement executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with Mortgagee's attorneys, Plunkett & Plunkett, the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder and title shall be convey to said second highest bidder within twenty-one (21) days of said written notice. TERMS OF SALE: TEN THOUSAND and No/100 (\$10,000.00) DOLLARS cash, bank draft or other form acceptable to the said mortgagee, to be paid at the time and place of sale; high bidder to sign mortgagee's usual purchase and sale ceptance of bid; balance of the purchase price to be paid in cash or current funds within twenty-one (21) days from the date of sale at the offices of PLUNKETT & PLUNKETT, 151 Warren Street, Suite 230, Lowell, Massachusetts 01852, attorney for mortgagee. Other terms, if any, to be announced at the time and place of the sale. David J. Crescio, Trustee of DJM Realty Trust Present Holder of Said Mortgage By His Attorney: David J. Plunkett PLUNKETT & PLUNKETT 151 Warren Street, Suite 230 Lowell, Massachusetts 01852-2647 Tel#: 978-458-6162 May 9, 16, 23 2019

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