

# public notices

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Sam Bruttaniti and Cathy Manning** to Namorex, LLC, dated April 3, 2009, recorded with the Hampshire County Registry of Deeds in Book 9762, Page 310, which mortgage was assigned to CitiMortgage, Inc. by Assignment dated April 2, 2009, recorded in Book 9771, Page 175, further assigned to the Secretary of Housing and Urban Development by Assignment dated September 22, 2016, recorded in Book 12521, Page 194, and further assigned to Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust A by Assignment dated November 7, 2016, recorded in Book 12521, Page 198, 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 11:00 a.m. on the 27th day of June, 2017**, at the mortgaged premises described below, being known as 6 Vlonitis Avenue, Ware, Massachusetts, all and singular the premises described in said mortgage, to wit:

A certain tract or parcel of land with building thereon situated on the Westerly side of Vlonitis Avenue in said Ware, Hampshire County, Massachusetts, bounded and described as follows:

Beginning at a stake in the Westerly side of Vlonitis Avenue, said stake being the Southeast corner of the premises herein conveyed and the Northeast corner of land now or formerly of one Kmon; thence WESTERLY along the Northerly line of land of said Kmon one (100) feet to land now of one T. Gervais; thence NORTHERLY along the Easterly line of land of said Gervais ninety-five (95) feet to land now or formerly of one Kowalski; thence EASTERLY along the Southerly line of land of said Kowalski one hundred (100) feet to the Westerly side of said Vlonitis Avenue; thence SOUTHERLY along the Westerly side of said Vlonitis Avenue ninety-five (95) feet to the place of beginning.

The premises is shown as Lot #3 on a revised "Plan of Lots of Nickolas J. Vlonitis in Ware, Mass., June 1953, John T. Casey, R.L.S."

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 date. The Mortgagee further reserves the right to open the bidding at the time, date and place appointed for sale, and if no bids are received, or the bids received are deemed unacceptable to Mortgagee, to postpone the sale to a later date by public proclamation.

Said premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, having priority over the mortgage described herein, if any.

In the event that the successful bidder at the fore-

closure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale 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 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 conveyed to said second highest bidder within twenty (20) days of said written notice.

**TERMS OF SALE:**

Ten Thousand Dollars (\$10,000.00) will be required to bid and be paid in cash or by certified check at the time and place of sale as earnest money. An additional deposit necessary to bring the total deposit to ten percent (10%) of the winning bid shall be paid within five (5) business days of the sale. The balance is to be paid in cash or by certified check within thirty (30) days of the date of the sale at the offices of Murphy & Lupan, P.A., 5 Commonwealth Road, Natick, Massachusetts 01760. The description of the premises contained in said mortgage shall control in the event of any typographical error in this publication.

Other terms, if any, to be announced at the time and place of sale.

WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR STANWICH MORTGAGE LOAN TRUST  
A Present holder of said mortgage,  
By its attorney,  
Michael J. Murphy  
Murphy & Lupan, P.A.  
5 Commonwealth Road  
Natick, MA 01760  
Tel: (508) 650-9252  
06/01, 06/08, 06/15/17

**COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT (SEAL)**

17SM 002190  
**ORDER OF NOTICE**  
To: **Michael P. Golinski Jr. and Kimberly I. Golinski** and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. § 3901 et seq.:

**U.S. Bank National Association as successor by merger to U.S. Bank National Association ND** claiming to have an interest in a Mortgage covering real property in Ware, numbered 38 Warebrook Drive, given by **Michael P. Golinski Jr. and Kimberly I. Golinski** to U.S. Bank National Association ND, dated September 14, 2007, and recorded in Hampden County Registry of Deeds in Book 9269, Page 206, and now held by Plaintiff as successor by merger, have filed with this court a complaint for determination of Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and

answer in this court at **Three Pemberton Square, Boston, MA 02108** on or before **July 03, 2017** or you will be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, **JUDITH C. CUTLER** Chief Justice of said Court on May 22, 2017

Attest:  
**Deborah J. Patterson** Recorder

06/01/17

**LEGAL NOTICE**

The Ware Conservation Commission will hold a public hearing on **Wednesday, June 14, 2017, at 6:30 PM** pursuant to the Wetlands Protection Act, M.G.L. 131 c40. The hearing will include consideration of a Notice of Intent by J. Harder Construction LLC, for construction of a Single Family House at Lot #4 Briar Circle. Said hearing will be held in the Selectmen's Meeting Room, Town Hall, 126 Main Street, Ware, MA 01082. To view application and related plans, contact the Conservation office at 413.967.9648 x117.

Pursuant to MGL Chapter 4, Section 13, a copy of this legal notice can be found on the Massachusetts Newspaper Publishers Association's (MNPA) website: <http://masspublicnotices.org>.  
06/01/17

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by **Susan Theresa Lak to Wells Fargo Bank, N.A.**, dated November 6, 2009 and recorded with the Hampshire County Registry of Deeds at Book 10025, Page 164 ; of which Mortgage the undersigned is the present holder for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at **Public Auction at 11:00 AM on June 22, 2017 at 10 Dunham Avenue, Ware, MA**, all and singular the premises described in said Mortgage, to wit:

A CERTAIN TRACT OF LAND TOGETHER WITH THE BUILDINGS THEREON LOCATED ON THE NORTHEASTERLY SIDE OF DUNHAM A VENUE IN WARE, HAMPSHIRE COUNTY, MASSACHUSETTS B O U N D E D A N D D E S C R I B E D A S F O L L O W S : B E G I N N I N G A T A P O I N T O N S A I D A V E N U E A T T H E S O U T H E A S T E R L Y C O R N E R O F L A N D O F O N E C H A R T I E R A N D T H E N O R T H W E S T E R L Y C O R N E R O F T H E P R E M I S E S T O B E C O N V E Y E D : T H E N C E I N A N O R T H E A S T E R L Y D I R E C T I O N A L O N G T H E S O U T H E A S T E R L Y L I N E O F L A N D O F S A I D C H A R T I E R O N E H U N D R E D ( 1 0 0 ) F E E T T O S A I D C H A R T I E R ' S N O R T H E A S T E R L Y C O R N E R ; T H E N C E I N A S T R A I G H T L I N E A N D I N C O N T I N U A T I O N O F S A I D C H A R T I E R ' S S O U T H E A S T E R L Y L I N E S I X T Y ( 6 0 ) F E E T T O A N I R O N P I N D R I V E N I N T H E G R O U N D : T H E N C E I N A S T R A I G H T L I N E I N A S O U T H E A S T E R L Y D I R E C T I O N O N E H U N D R E D ( 1 0 0 ) F E E T T O A N I R O N P I N D R I V E N I N T H E G R O U N D ; T H E N C E I N A S O U T H W E S T E R L Y D I R E C T I O N A N D P A R A L L E L W I T H T H E F I R S T L I N E H E R E I N D E S C R I B E D O N E H U N D R E D S I X T Y ( 1 6 0 ) F E E T T O T H E

NORTHEASTERLY SIDE OF SAID DUNHAM AVENUE; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY SIDE OF SAID DUNHAM A VENUE ONE HUNDRED (100) FEET TO THE PLACE OF BEGINNING. P R E M I S E S A R E C O N V E Y E D S U B J E C T T O T H E R I G H T S O F T H E G R A N T O R S I F A N Y N O W E X I S T T O E N T E R U P O N T H E C O N V E Y E D P R E M I S E S F O R T H E P U R P O S E O F R E L A Y I N G , R E P A I R I N G A N D M A I N T A I N I N G A N Y W A T E R P I P E S N O W P A S S I N G T H R O U G H T H E C O N V E Y E D P R E M I S E S , P R E M I S E S T O B E R E S T O R E D T O F O R M E R C O N D I T I O N A F T E R E A C H E N T R Y . P A R C E L N U M B E R ( S ) : M : 0 0 0 5 4 B : 0 0 0 0 0 L : 0 0 0 2 5

The premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, liens, attorney's fees and costs pursuant to M.G.L.Ch.183A, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

**TERMS OF SALE:**

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure 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 Mortgagee, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **TIME WILL BE OF THE ESSENCE.**

Other terms if any, to be announced at the sale.

Wells Fargo Bank, N.A. Present Holder of said Mortgage,  
By Its Attorneys,  
ORLANS PC  
PO Box 540540  
Waltham, MA 02454  
Phone: (781) 790-7800  
16-010747  
06/01, 06/08, 06/15/17

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

By virtue of the Power of Sale contained in a certain mortgage given by **Brian K. Nichols and Celeste Nichols** to Key Home Mortgage Corporation, dated June 28, 2002 and recorded with the Hampshire County Registry of Deeds at Book 6698, Page 142, as affected by Judgment recorded at said Registry of Deeds at Book 12619, Page 115, of which mortgage the undersigned is the present holder by assignment from Key Home Mortgage Corporation to MIT Lending dated June 28, 2002 and recorded with said registry on July 1, 2002

at Book 6698 Page 149 and by assignment from MIT Lending to Chase Manhattan Mortgage Corporation dated September 18, 2003 and recorded with said registry on September 30, 2003 at Book 7496 Page 350 and by assignment from JPMorgan Chase Bank, N.A., S/B/M to Chase Home Finance LLC, S/B/M to Chase Manhattan Mortgage Corporation to Secretary of Housing and Urban Development dated November 25, 2014 and recorded with said registry on January 22, 2015 at Book 11853 Page 56 and by assignment from Secretary of Housing and Urban Development to Bayview Loan Servicing, LLC dated March 5, 2015 and recorded with said registry on July 16, 2015 at Book 12005 Page 28, 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 p.m. on June 27, 2017**, on the mortgaged premises located at **60-62 PLEASANT STREET, WARE, Hampshire County, Massachusetts**, all and singular the premises described in said mortgage,

**TO WIT:**

The land in Ware, Hampshire County, Massachusetts, together with any and all buildings thereon, situated on the Southerly side of Pleasant Street, bounded and described as follows: **BEGINNING** on the Southerly side of said Pleasant Street, at the Northeasterly corner of land formerly of Bridget Carroll; **THENCE** Easterly running on the Southerly line of Pleasant Street, about seventy-two (72) feet to land formerly of Thomas Clark; **THENCE** Southerly on land formerly of Thomas Clark, about one hundred fifty-two (152) feet to a corner of said Clark's land; **THENCE** Westerly on land formerly of said Clark and formerly of one Hastings, about sixty-six (66) feet, to a corner of land formerly of one Tankhard; **THENCE** Northerly on land of said Tankhard, about one hundred seventy (170) feet to the first mentioned bound. Being the same premises conveyed to the herein named mortgagor (s) by deed recorded with Hampshire County Registry of Deeds herewith.  
Book 6698 page 0141

For mortgagor's(s') title see deed recorded with Hampshire County Registry of Deeds in Book 6698, Page 141.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

**TERMS OF SALE:**

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton

Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

**Other terms, if any, to be announced at the sale.**

**BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY**  
Present holder of said mortgage  
By its Attorneys,  
**HARMON LAW OFFICES, P.C.**  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
201512-0080 - PRP  
05/25, 06/01, 06/08/17

**LEGAL NOTICE OF REAL ESTATE**

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Rachael St. Cyr and Joseph A. St. Cyr to Option One Mortgage Corporation**, dated April 28, 2005 and recorded in Hampshire County Registry of Deeds in Book 8249, Page 86 as affected by a Loan Modification dated November 20, 2007 and recorded in Hampshire County Registry of Deeds in Book 9454, Page 251, of which mortgage Wells Fargo Bank, N.A., as Trustee for Asset Backed Securities Corporation Home Equity Loan Trust, Series OOMC 2005-HE6, Asset Backed Pass-Through Certificates, Series OOMC 2005-HE6 is the present holder by assignment from Sand Canyon Corporation f/k/a Option One Mortgage Corporation to Wells Fargo Bank, N.A., as Trustee for Asset Backed Securities Corporation Home Equity Loan Trust, Series OOMC 2005-HE6, Asset-Backed Pass-Through Certificates, Series OOMC 2005-HE6 dated October 15, 2012 recorded at Hampshire County Registry of Deeds in Book 11144, Page 94, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at **36 Church Street, Ware, MA 01082** will be sold at a **Public Auction at 12:00PM on June 27, 2017**, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

The land in said Ware, bounded and described as follows:  
Parcel 1  
A certain parcel of real estate situated on the corner of Church and High Streets in said Ware bounded and described as follows:  
On the North by High Street;  
On the East by Church Street;  
On the South by land of the Methodist Episcopal Church;  
On the West by land of the Inhabitants of the Town of Ware (School Lot) and Together with all right, title and interest in any right or reservation owned or reserved by Adaline Snow in the premises on the South owned by the Methodist Episcopal Church Society and said premises are conveyed subject to a right of way across the same from High Street to said premises of said Society.

Parcel 2  
A strip of land 15 inches in width located on High Street in said Ware and abutting the property at 4 High Street as reserved by John E. Harrington in his deed to Harold J. Smith and Hazel

M. Smith dated March 27, 1961, recorded in Hampshire County Registry of Deeds at Book 1198, Page 160.

Subject to any and all easements, restrictions, and/or covenants of record, as may be applicable.  
For mortgagor's title see deed recorded with the Hampshire County Registry of Deeds in Book 5034, Page 0038. See also deed recorded in said Registry of Deeds in Book 9840, Page 26.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

**Terms of the Sale:** Cash, cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

Wells Fargo Bank, N.A., as Trustee for Asset Backed Securities Corporation Home Equity Loan Trust, Series OOMC 2005-HE6, Asset Backed Pass-Through Certificates, Series OOMC 2005-HE6  
Korde & Associates, P.C.  
900 Chelmsford Street  
Suite 3102  
Lowell, MA 01851  
(978) 256-1500  
St. Cyr, Joseph A. and Rachael, 14-018215  
06/01, 06/18, 06/15

**LEGAL NOTICE OF REAL ESTATE**

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Mary Jane Starsiak** to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Fidelity Mortgage, a division of Delta Funding Corporation, dated April 26, 2006 and recorded in Hampshire County Registry of Deeds in Book 8708, Page 19 of which mortgage HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2006-2 is the present holder by assignment from Mortgage Electronic Registration Systems, Inc., as designated nominee for Fidelity Mortgage a division of Delta Funding Corporation to HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2006-2 dated July 18, 2014 recorded at Hampshire County Registry of Deeds in Book 11702, Page 127, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at **24 Berkshire Circle, Ware, MA 01082** will be sold at a **Public Auction at**

**11:00AM on June 27, 2017**, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

The land was on the westerly side of the westerly portion of Berkshire Drive Circle, Ware, Hampshire County, Massachusetts, and being Lot No. 54 as shown on a plan of land of Walter Przedpelski by Adney A. Russo, dated June 10, 1972, recorded in Hampshire County Registry of Deeds, Plan Book 86, Page 47, said lot being more particularly bounded and described as follows:

Beginning at an iron pin in the southeast corner of lot 55 as shown on said Plan, said pin being in the Westerly line of Berkshire Drive Circle; Thence south 5 degrees 22 minutes 10 seconds west along Berkshire Drive Circle one hundred twelve and 30/100 (112.30) feet to an iron pin in the northeast corner of lot 53;

Thence north 83 degrees 12 minutes 40 seconds west one hundred twelve (112) feet along lot 53 to an iron pin in a stone wall and land now or formerly of the heirs of Frederick W. Gow;

Thence north 6 degrees 47 minutes 20 seconds east along said wall and land of Gow, one hundred twelve and 86/100 (112.86) feet to an iron pin in the southwest corner of lot 55;

Thence south 82 degrees 54 minutes 20 seconds east along lot 55, one hundred nine and 22/100 (109.22) feet to the point of beginning.

Containing 12,608 square feet, more or less.

For mortgagor's title see deed recorded with the Hampshire County Registry of Deeds in Book 2396, Page 75.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

**Terms of the Sale:** Cash, cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

HSBC Bank USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2006-2  
Korde & Associates, P.C.  
900 Chelmsford Street  
Suite 3102  
Lowell, MA 01851  
(978) 256-1500  
Starsiak, Estate of, Mary  
06/01, 06/08, 06/15/17

**Please check the accuracy of your legal notice prior to submission (i.e., date, time, spelling). Also, be sure the requested publication date coincides with the purpose of the notice, or as the law demands. Thank you.**

**WE'VE EXPANDED OUR WEB SITE**

# PUBLIC NOTICES

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