

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by John R. Goodfellow to Salem Five Mortgage Company, LLC dated August 17, 2009 and recorded with the Essex County (Southern District) Registry of Deeds, in Book 28865, Page 336 as modified by Loan Modification Agreement dated January 21, 2016 and recorded with said County Registry of Deeds in Book 35926, Page 41, 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 July 12, 2019**, on the premises known as **9 Cole Avenue, Gloucester, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The land with the buildings thereon situated on the Westerly side of Cole Avenue in Gloucester, Essex County, Massachusetts, and shown as Lot 1 on a plan entitled "PLAN OF LAND IN (WEST) GLOUCESTER, PROPERTY OF HERMAN MELANSON" dated July 28, 1959, Essex Survey Service, Reg. Land Surveyors-Civil Engineers, duly recorded and thus bounded:

Easterly by said Cole Avenue, eighty and 07/100 (80.07) feet;

Southerly by Lot 2 as shown on said plan, one hundred twenty-five (125) feet;

Westerly by land of Charles A. Melanson, eighty and 07/100 (80.07) feet; and

Northerly by a private way sometimes known as Esperanto Street, as shown on said plan, one hundred twenty-five (125) feet.

Together with the fee to the center line in that portion of said Cole Avenue that is adjacent to the granted premises, subject, however, to the rights of all other parties legally entitled to use the same, for all the usual purposes of a public way.

Together also with the right to use said private way sometimes known as Esperanto Street and the said Cole Avenue over its entire length to Essex Avenue for all the usual purposes of a public way, in common with all other persons legally entitled to use the same.

Terms of Sale: These premises are being sold subject to any and all unpaid real estate taxes, water rates, municipal charges and assessments, condominium charges, expenses, costs, and assessments, if applicable, federal tax liens, partition wall rights, statutes, regulations, zoning, subdivision control, or other municipal ordinances or bylaws respecting land use, configuration, building or approval, or bylaws, statutes or ordinances regarding the presence of lead paint, asbestos or other toxic substances, sanitary codes, housing codes, tenancy, and , to the extent that they are recorded prior to the above mortgage, any easements, rights of way, restrictions, confirmation or other matters of record.

Purchaser shall also bear all state and county deeds excise tax. The deposit of \$10,000.00 is to be paid in cash or bank or certified check at the time and place of the sale, with the balance of the purchase price to be paid by bank or certified check within forty-five (45) days after the date of the sale, to be deposited in escrow with Guaetta and Benson, LLC, at 73 Princeton Street, Suite 208, North Chelmsford, Massachusetts.

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 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 or, thereafter, to the next highest bidders, providing that said bidder shall deposit with said attorney, the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder.

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

Dated: June 17, 2019

Present holder of said mortgage

Salem Five Mortgage Company, LLC

by its Attorneys

Guaetta and Benson, LLC

Peter V. Guaetta, Esquire

P.O. Box 519

Chelmsford, MA 01824