

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Joanne M. O'Leary to Salem Five Mortgage Company, LLC dated February 21, 2008 and recorded with the Essex County (Southern District) Registry of Deeds, in Book 27542, Page 343, 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 AM, on March 7, 2019**, on the premises known as **Unit No. 7 of the Weatherly Drive Condominium, 7 Weatherly Drive, Salem, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The following described premises:

Unit 7, Weatherly Drive Condominium, created pursuant and subject to the provisions of Chapter 183A of the General Laws of Massachusetts, by Master Deed dated August 10, 1988 and recorded with Essex South District Registry of Deeds in Book 9677, Page 233. The Unit contains 1,118 square feet, approximately, as shown on floor plans filed with said Master Deed. Said premises are conveyed together with:

1. An undivided .83% interest appertaining to the Unit in the common areas and facilities of said Condominium, as described in the Master deed or as it may be amended from time to time; and
2. The exclusive right and easement to use the balcony or patio, if any, appurtenant to said Unit as shown on the plans of the Condominium and to use the garage space No. G-7, and the right and easement to use the adjacent garage space No. AG-7, all appurtenant to said Unit as shown on the Plans.

Said premises are conveyed together with the benefits of and subject to the restrictions upon, easements, conditions, rights, and obligations of a Unit owner as set forth or referred to in said Master Deed, the Unit deed and the provisions of the Declaration of Trust of the Weatherly Drive Condominium dated August 30, 1988 recorded with said Registry in Book 9677, Page 269, its By-Laws, Rules and Regulations promulgated pursuant thereto, as the same may be amended from time to time.

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: February 7, 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