

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Darrell J. Joyce and Krista K. Joyce to Salem Five Mortgage Company, LLC dated October 21, 2003 and recorded with the Worcester County (Northern District) Registry of Deeds, in Book 5016, Page 318, as affected by the Loan Modification Agreement dated October 6, 2016 and recorded with said Registry in Book 8829, Page 150, 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 June 14, 2019**, on the premises known as **178 State Road West, Westminster, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

A certain parcel of land with the buildings thereon situated in the Westerly part of said Westminster, Worcester County, Massachusetts, bounded and described as follows:

Beginning at an iron pipe at the Northwesterly corner thereof in the Southerly line of the Massachusetts State Highway, being about 90 feet Easterly of a road called Shady Avenue and 190.25 feet Easterly of a state highway bound; thence

Easterly by said line of the Massachusetts State Highway 147.85 feet to a stake in said line of the Massachusetts State Highway at land now or formerly of Estella A. Holmes; thence

Southerly at an included angle of  $86^{\circ} 42'$  by land of Estella A. Holmes 175.5 feet to a stake at land now or formerly of Rufus C. Holmes; thence

Continuing same course 172.2 feet to an iron pipe thence;

Southwesterly at an included angle of  $128^{\circ} 11'$  188.0 feet to an iron pipe thence

Northerly at an included angle of  $51^{\circ} 49'$  455.8 feet to the place of beginning, last three courses being by land now or formerly of Rufus C. Holmes.

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: May 20, 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