NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Jose C. Marques, Italina D. Marques, Antonio J. Marques to Salem Five Cents Savings Bank, dated September 29, 2006 and recorded in the Essex County (Southern District) Registry of Deeds in Book 26152, Page 126, 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 12:00 PM on November 15, 2019, on the mortgaged premises located at 11 Roycroft Road, Peabody, Essex County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

The land in Peabody, with the buildings thereon, being Lot 300 on Final Plan, Section B, of Gardner Park, Peabody, recorded in the Essex South District Registry of Deeds, Book of Plans 25, Plan 5, bounded: WESTERLY by Lot 299 on said plan, ninety-six and 14/100 (96.14) feet; NORTHERLY by Lot 284 on said plan, fifty (50) feet; EASTERLY by Lot 301 on said plan, ninety-two and 88/100 (92.88) feet; and SOUTHERLY by Roycroft Road, fifty and 11/100 (50.11) feet. For title see deed recorded with the Essex South District Registry of Deeds at Book 23759, Page 371.

For mortgagor's(s') title see deed recorded with Essex County (Southern District) Registry of Deeds in Book 23759, Page 371.

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 St., 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.

SALEM FIVE CENTS SAVINGS BANK Present holder of said mortgage

By its Attorneys,

HARMON LAW OFFICES, P.C. 150 California St. Newton, MA 02458 (617)558-0500 16533