## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Carline Ann Gorey and Jonathan D. Gorey to Salem Five Mortgage Company, LLC dated January 28, 2005 and recorded with the Bristol County (Northern District) Registry of Deeds, in Book 14485, Page 38, 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 December 5, 2019**, on the premises known as **35 Orchard Street, Taunton, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The land in Taunton, Bristol County, Massachusetts, with the buildings thereon, situated on the northerly side of Orchard Street, bounded and described as follows:

Beginning in the northerly line of said Orchard Street at the southereasterly corner of land now or formerly of Adelbert P. Hewett; thence by said Street S. 89° 49' E. sixty-five (65.00) feet to a corner of land now or formerly of James H. Lincoln; thence by said land now or formerly of Lincoln B, 0° 11; E. one hundred twenty-five (125.00) feet to land now or formerly of Noah Ashley; thence by land now or formerly of Ashley S. 84° 17' W. thirty-nine (39.00) feet to a corner; thence still by land now or formerly of Ashley N. 5° 43' W. seventy-five (75.00) feet to land now or formerly of Henry A. Cummings; thence by land now or formerly of Cummings S. 89° 34' W. nineteen (19.00) feet to land now or formerly of Hewett; thence by land now or formerly of Hewett S. 0° 11' W. one hundred ninety-six and 4/10 (196.4) feet to the first mentioned corner by said street.

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: November 12, 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