

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Onalee Hillier to Salem Five Mortgage Company, LLC dated January 5, 2018 and recorded with the Plymouth County Registry of Deeds, in Book 49378, Page 329, 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 June 29, 2022**, on the premises known as **95 Wareham Street, Marion, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The land with the buildings thereon in Marion, Plymouth County, Massachusetts, shown on plan of C.H. Overhiser, C.E., dated November 1927, as Lot 9 duly recorded in Plymouth Registry of Deeds, described as follows:

Beginning at a stake or stone post set in the Southeast corner of Lot #8 and running North 32 degrees 45' 20" East 60 feet in line of State Highway to a stake or stone;

thence running North 57 degrees 12' 50" West 200.04 feet in line of Lot #10 to a stake or stone post in the Southeast corner of Lot #27;

thence running South 32 degrees 45' 20" West 60 feet in line of Lot #27 to a stake or stone post;

thence running South 57 degrees 12' 50" East 200.01 feet in line of Lot #8 to the State Highway to a stake or stone post at the point of beginning, said to contain access to said plan 12,002 square feet.

Together with rights of way in common with other lot holders over all roads or streets shown on plan for all usual and ordinary purposes.

Being the same premises conveyed by deed recorded with the Plymouth County Registry of Deeds in Book 49378, Page 327.

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 7, 2022

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