

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Kathleen E. Whalen to Salem Five Mortgage Company, LLC dated June 27, 2003 and recorded with the Essex County (Southern District) Registry of Deeds, in Book 21127, Page 289, 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 February 7, 2024**, on the premises known as **Unit E of the 44 Washington Street Condominium, 44 Washington Street, Newburyport, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The residential dwelling unit located at 44 Washington Street, Newburyport, Essex County, Massachusetts, known as Unit E of the condominium known as 44 Washington Street Condominium created by Master Deed and Declaration of Trust dated January 8, 1988 and recorded at Essex South District Registry of Deeds at Book 9363, Page 583 and Book 9364, Page 001 respectively, as amended by instrument entitled "Amendment to Master Deed" dated November 29, 1988; said Amendment recorded at said Registry of Deeds in Book 9797, Page 516 and pursuant to and in accordance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts.

Said Unit contain 884 square feet, more or less.

Said Unit E is conveyed with:

1. A 16.66% undivided interest in the common areas and facilities described in said Master Deed, as amended and on said plan aforementioned.
2. An exclusive right to use limited common areas, as may be designated on the Plan of Land recorded with the Amended Master Deed.
3. An exclusive right to use a parking space as assigned by the Trustees of 44 Washington Street Condominium Trust.

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 thirty (30) days after the date of the sale, to be deposited in escrow with Guetta 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: January 10, 2024

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