

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Michael A. Guthrie, IV and Laurie M. Guthrie to Salem Five Mortgage Company, LLC dated August 24, 2012 and recorded with the Middlesex County (Southern District) Registry of Deeds, in Book 59838, Page 106, 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 April 24, 2025**, on the premises known as **28 Whitman Street, Stow, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

That certain parcel of land, with the buildings thereon, situated in Stow, Middlesex County, Massachusetts, being shown as Lot 4 on a plan entitled "Plan of Land in Stow, Mass. Richard G. & Patricia S. Colleton, Scale: 1" = 40', April 30, 1976, R 5/15/76, R 5/24/76, David W. Perley, Civil Engineer, Concord, Mass" which plan is recorded with the Middlesex South District Registry of Deeds as Plan No. 737 of 1976, Book 13013, Page 34, and to which plan reference may be had for a more particular description of said Lot 4.

Lot 4 contains 116,087 square feet of land, more or less, according to said Plan.

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.

The 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 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: March 27, 2025

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