MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Freda C. MacLeod f/k/a Freda C. Byrd to Salem Five Cents Savings Bank dated March 9, 2020 and recorded with the Middlesex County (Northern District) Registry of Deeds, in Book 33902, Page 132, 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 1:00 PM, on November 7, 2025**, on the premises known as **88 Perry Street a/k/a 88-90 Perry Street, Lowell, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

A certain parcel of land with the buildings thereon situated in Lowell, County of Middlesex, Commonwealth of Massachusetts, on the Easterly side of Perry Street, being now numbered 88-90 Perry Street, bounded and described as follows:
Beginning at the Northwesterly corner of the premises conveyed at a point in the Easterly line of said Perry Street, 15 feet Southerly from the Southwesterly corner of Lot 262 on a plan hereinafter mentioned; thence running at a right angle with said Perry Street Easterly about 60 feet to Lot 218 on said plan; thence running at a right angle and running Southerly along said Lot 218 and Lot 219 on said plan, 40 feet; thence turning at about a right angle and running Westerly about 60 feet to said Perry Street; thence along said Perry Street about 40 feet to the point of beginning.
Containing about 2400 square feet of land and being parts of lots numbered 260 and 261 ad delineated upon a plan entitled, "Plan showing Lots "B" and "C" on plan recorded with Middlesex North District Registry of Deeds, Book of Plans 4, Plan 30, divided into smaller lots February 1884, enlarged, Scale 50 ft. to an inch, Osgood & Snell, C.E.'s", and recorded with Middlesex North District Registry of Deeds, Book of Plans 4, Plan 46.
Meaning and hereby intending to described the same premises conveyed to Freda C. MacLeod by deed dated April 24, 2006, and recorded on May 12, 2006, with the Middlesex North District Registry of Deeds in Book 20084 at Page 115.

Terms of Sale: These premises are being sold subject to a mortgage given by Freda C. MacLeod f/k/a Freda C. Byrd to Lowell Co-operative Bank dated May 9, 2006, and recorded with the Middlesex County (Northern District) Registry of Deeds, in Book 20084, Page 117.

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: October 14, 2025
Present holder of said mortgage

Salem Five Cents Savings Bank
by its Attorneys
Guaetta and Benson, LLC
Peter V. Guaetta, Esquire
P.O. Box 519
Chelmsford, MA 01824