

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by James M. Kelley and Tammy M. Pepin to First Eastern Mortgage Corporation dated March 31, 2003 and recorded with the Essex County (Northern District) Registry of Deeds, in Book 7675, Page 121, as assigned by Assignment of Mortgage dated December 31, 2003 and recorded with Essex County (Northern District) Registry of Deeds, Book 8700, Page 227, 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 9:00 AM, on July 20, 2017**, on the premises known as **59 Nesmith Street, Lawrence, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The land in said Lawrence with the buildings thereon, situated on the Easterly side of Nesmith Street, and being shown as Lot numbered 71 on Plan of Land entitled: "Plan of Emery Terrace, belonging to John W. Duffy, Lawrence, Mass. Dated October, 1906" recorded with North Essex Registry of Deeds as Plan No. 0376, said premises being bounded and described as follows:

SOUTHWESTERLY	by Nesmith Street, fifty-one (51) feet;
NORTHWESTERLY	by Lot numbered 70, eighty-eight and 9/10 (88.9) feet;
NORTHEASTERLY	by land of owners unknown, fifty-one (51) feet;
SOUTHEASTERLY	by lot numbered 72, eighty-eight and 9/10 (88.9) feet, all as shown on said plan.

Said premises are conveyed subject to an easement in favor of the owners of the land to the North to maintain a garage, as it presently exists over the most Northerly boundary line of the granted premises.

Being the same premises conveyed to the mortgagors herein by deed of Roberta Finn dated March 28, 2003 and recorded with Essex North District Registry of Deeds in Book 7675, Page 120.

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 \$5,000.00 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 212, 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 21, 2017

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