

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Susan M. Grant and Nicholas J. Nickiloulas to Salem Five Mortgage Company, LLC dated November 26, 2013 and recorded with the Bristol County (Northern District) Registry of Deeds, in Book 21446, Page 69, 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 18, 2017**, on the premises known as **120 Viking Street, East Taunton, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

A certain tract of land in Taunton, Massachusetts, situated on the westerly side of Viking Street, and being the premises shown and designated as Lot#53 on a plan of land in Taunton, Massachusetts, entitled: "Subdivision Plan of Pine Grove Park in Taunton, Bristol County, Massachusetts, November 20, 1960, Joseph M. Monahan, Jr. Sharon, Mass.", which plan is recorded in Bristol County Northern District Registry of Deeds at Plan Book 78, Pages 26 to 29. Reference to said Plan is made for further description.

Said Lot #53 is more particularly bounded and described as follows:

Easterly by Viking Street, as shown on said plan, One Hundred (100) feet;

Southerly by Lot #52 as shown on said plan, One Hundred Fifty (150) feet;

Westerly by Lot #56 as shown on said plan, One Hundred (100) feet;

Northerly by Lot #54 as shown on said plan, One Hundred Fifty (150) feet.

The above premises are conveyed subject to and with the benefit to the right to use the streets and ways shown on said above-mentioned plan for all purposes for which streets and ways are commonly used in the City of Taunton, in common with others entitled thereto.

The above premises are conveyed subject to and with the benefit of restrictions as set forth in instrument dated May 5, 1961, recorded in Bristol County Northern District Registry of Deed at Book 1381, Page 533.

The above premises are conveyed subject to the easements granted by Helena Corporation to the New England Telephone and Telegraph Company et al, and to the New England Telephone and Telegraph Company by instruments recorded in Bristol County Northern District Registry of Deed as Book 1389, Pages 128 and 130.

For title see Deed recorded at said Registry of Deeds at Book 17697, Page 309.

**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