

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Darryl S. Clark and Stefanie J. Heiter to Salem Five Mortgage Company, LLC dated April 27, 2009 and recorded with the Middlesex County (Southern District) Registry of Deeds, in Book 52652, Page 248, 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 July 21, 2017**, on the premises known as **41 Worcester Road, Townsend, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

A certain tract land, with the buildings thereon, situated at the intersections of Fitchburg Road (also known as Route 13), and Worcester Road, and Ball Road, in Townsend, Middlesex County, Massachusetts, bounded and described as follows:

Being at the most southerly corner thereof at a pipe set in the northerly side line of said Fitchburg Road, northerly of a stone wall and at land of Bayberry Hills Corp.; thence by last-named land N. 57° 23' W. six hundred ninety-seven and 46/100 (697.46) feet to a point; thence still by said Corporation land N. 32° 37' E. five hundred forty and 21/100 (540.21) feet to a pipe set in the side line of said Ball Road five hundred fifty (550) feet, more or less, to a point on the side line of said Worcester Road four hundred fifty-nine (459) feet, more or less, to a point on the side line of said Fitchburg Road; thence by the northerly side line of said Fitchburg Road southwesterly five hundred ninety-eight (598) feet, more or less, to the place of beginning.

Containing 12.1 acres, more or less, and a portion being shown on a plan of land drawn by Bayberry Hills Corp., Townsend, Massachusetts, dated December 1964, drawn by Allen C. Davis, C.E. of Fitchburg, Massachusetts.

Being the same premises conveyed by deed recorded 03/30/2001, Book 32597, Page 593 at the Middlesex South Registry of Deeds.

**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