

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Shaun Stewart and Heather Stewart to Salem Five Mortgage Company, LLC dated January 14, 2005 and recorded with the Worcester County (Worcester District) Registry of Deeds, in Book 35519, Page 121, 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 10:00 AM, on July 21, 2017**, on the premises known as **191 Laurel Street, Winchendon, 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 on the westerly side of Laurel Street, Winchendon, Massachusetts, bounded and described as follows:

Beginning at the southeasterly corner thereof, at a stone bound in the westerly line of Laurel Street at a corner of other land of Paul W. Rice, also being shown as Lot "1", on a plan hereinafter referred to;

Thence N. 74 degrees 41' 49" W. by said Lot "1", 267.16 feet to an iron pin at land of the New England Electric Power Company;

Thence N. 10 degrees 58' 05" E. by said Power Company land 190.12 feet to an iron pin at other land of Paul W. Rice, and being shown as Lot "3" on a plan hereinafter referred to;

Thence S. 71 degrees 46' 49" E. by said Lot 3, 290.81 to Laurel Street.

Thence S. 18 degrees 13' 11" W. 175.00 feet to a stone bound and the point of beginning, the proceeding course being by said road line.

Containing 1.166 Acres, more or less.

Being shown as Lot "2" on a plan entitled: "Plan of Lots Surveyed for L.S. Development Corp., Winchendon, MA Scale: 1 inch = 100 feet – July 23, 1988 Szoc Surveyors, 32 Pleasant Street, Gardner, MA" recorded in the Worcester District Registry of Deeds a Plan Book 608, Page 22.

Said premises are conveyed to and with the benefit of easements, restrictions, reservations and rights of way of record so far as the same are in force and applicable.

Being the same premises conveyed to the herein named mortgagor (s) by deed recorded with Worcester District Registry of Deeds in Book 35519 Page 119.

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