

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by John V. Anderson to Salem Five Mortgage Company, LLC dated July 7, 2005 and recorded with the Plymouth County Registry of Deeds, in Book 30887, Page 5, 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 March 5, 2019**, on the premises known as **86 Annawon Drive, Halifax, 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, if any, situated in Halifax, Plymouth County, Massachusetts, being shown as Lot 269 on a plan by Garney & McLain, Surveyors & Engineers, dated January 5, 1948, recorded with Plymouth County Registry of Deeds, Plan Book 7, Page 390, and bounded and described, according to said plan, as follows:

Northeasterly: by Pine Tree Drive, now called Annawan Drive, 50 feet;

Southeasterly: by Lot 270, 100 feet;

Southwesterly: by land of Harold W. Lane, 50 feet; and

Northwesterly: by Lot 268, 100 feet.

Area: 5000 square feet of land.

This conveyance is made subject to restrictions of record now in force and applicable.

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 \$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 forty-five (45) 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: February 6, 2019

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