

## NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Deborah Girard to Salem Five Mortgage Company, LLC, dated May 5, 2003 and recorded in the Essex County (Southern District) Registry of Deeds in Book 20746, Page 301, 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 1:00 PM on June 3, 2024, on the mortgaged premises located at 2 Hazel Street a/k/a 25 Roslyn Street, Unit 11, Janette Condominium, Salem, Essex County, Massachusetts, all and singular the premises described in said mortgage,

### TO WIT:

The Unit (the "Unit") known as Unit 11 in Janette Condominium (the "Condominium") located in the building known and numbered as 25 Roslyn Street, (the "Building") in the City of Salem, Essex County, Massachusetts, a condominium established pursuant to Chapter 183A of the Massachusetts General laws (the "Condominium Law") by Master Deed (the "Master Deed") dated March 12, 1981, recorded with Essex South District Registry of Deeds in Book 6798, Page 444, as amended. The Unit is shown on the floor plans (the "Floor Plans") of the building recorded as part of the Master Deed, to which is affixed the verified statement of a registered architect in the form required by Section 9 of the Condominium Law. The Declaration of Trust (the "Condominium Trust") including the By-Laws contained therein (the "By-Laws") is recorded with the Master Deed.

The Unit is to be used only for residential purposes.

The Unit is conveyed together with an undivided 6. 2/3 percent interest in the common areas and facilities.

Rights, easements and agreements described in the Master Deed, condominium Trust and By-laws, as any of the same may be amended from time to time pursuant to the provisions thereof.

For mortgagor's(s') title see deed recorded with Essex County (Southern District) Registry of Deeds in Book 20746, Page 298.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

### TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the

event of an error in this publication.

Other terms, if any, to be announced at the sale.

SALEM FIVE MORTGAGE COMPANY, LLC  
Present holder of said mortgage

By its Attorneys,  
HARMON LAW OFFICES, P.C.  
150 California St.  
Newton, MA 02458  
(617)558-0500  
25356