

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Lisa Rogers a/k/a Lisa M. Rogers to Salem Five Mortgage Company, LLC dated May 17, 2007 and recorded with the Middlesex County (Northern District) Registry of Deeds, in Book 21244, Page 278, 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 May 8, 2018**, on the premises known as **Unit No. 5 of the Centre Place Condominium, 45 W Third Street, Lowell, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

Unit No. 5 of the Centre Place Condominium created by Master Deed dated August 28, 1987 and recorded with the Middlesex North Registry of Deeds in Book 4213, Page 164, as amended.

The Unit is shown on the floor plan filed simultaneously with Master Deed to which is affixed a verified statement in the form provided by Massachusetts General Laws, Chapter 183A, Section 9. It is subject to and with the benefit of the obligations, restrictions, rights, and liabilities contained in General Laws Chapter 183A, the Master Deed and the By-Laws filed therewith.

The Condominium and each of the Units is intended for residential purposes and other uses permitted by the applicable zoning ordinances and set forth in the Master Deed.

The undivided percentage interest of the Unit conveyed hereunder in the common areas and facilities is 8.33%.

Subject to all easements and restrictions of record, if any there are, insofar as enforced 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 \$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: April 10, 2018
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