

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Tomas J. Chisholm to Salem Five Mortgage Company, LLC dated November 21, 2016 and recorded with the Norfolk County Registry of Deeds, in Book 34704, Page 74, 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 December 4, 2024**, on the premises known as **10 Thornton Street, Randolph, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The land in Randolph, with the buildings thereon, being Lots 155-159 inclusive as shown on plan by George H. Wetherbee, Jr., C.E. dated May 1917, recorded with Norfolk Deeds, Book 1544, Page 558, more particularly bounded and described as follows:

Southerly by Thornton Street, one hundred (100) feet;

Westerly by Lot 154, ninety (90) feet;

Northerly by Lots 129-133 inclusive, one hundred (100) feet; and

Easterly by Lot 160, ninety (90) feet.

For Grantor's title, see deed recorded with Norfolk County Registry of Deeds in Book 33728, Page 554.

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 thirty (30) 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: November 5, 2024

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