

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 Steven Herren to Salem Five Mortgage Company, LLC, dated March 8, 2021 and recorded in the Barnstable County Registry of Deeds in Book 33868, Page 156, 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 3:00 PM on December 10, 2024, on the mortgaged premises located at 31A & 31B Baxter Avenue, West Yarmouth (Yarmouth), Barnstable County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

The land with the buildings thereon, situated in that part of Town of Yarmouth known as West Yarmouth, Barnstable County, Massachusetts, on the west side of Baxter Avenue, so called, bounded eastwardly thereby, southwardly by the homeland of Robert Balboni, as fenced, now or formerly westwardly by the homeland of Ivor Hill as fenced, now or formerly; and northwardly by land of Doctor E. Frank Davis, as fenced, now or formerly. Containing an area estimated (not measured) as a trifle over one (1) acre, by the same more or less. Subject however, to a right of way for said Hill and his assigns to cross said premises between their said land and said Baxter Avenue, it being more particularly defined in a deed from Hyannis Trust Company to Nester A. Aalto.

For mortgagor's(s') title see deed recorded with Barnstable County Registry of Deeds in Book 33868, Page 154.

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 Ten Thousand (\$10,000.00) 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
26311