

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Robert F. Moriarty, Jr. and Sandra J. Moriarty to Jeanne D'Arc Credit Union dated May 26, 2017 and recorded with the Middlesex North Registry of Deeds in Book 31151, Page 182 of which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 10:00 AM on the 19th day of November, 2026 at 87- 95 Rumford Street, Lowell, Massachusetts 01852, all and singular the premises described in said Mortgage, to wit:

PARCEL 1: 87 Rumford Street, Lowell, MA

The land in Lowell, Middlesex County, Massachusetts, with the buildings thereon, being shown as Lots 49 and 50 on a plan entitled, "Plan of Combined Building Lots in South Lowell for Kelridge Realty Trust, Arlington, Mass.", which plan is recorded with Middlesex North District Registry of Deeds, Plan Book 79, Plan 46 and thus bounded:

EASTERLY: by Rumford Street, formerly called Concord Street, fifty (50) feet;
SOUTHERLY: by Lot 51, seventy-nine and 21/100 (79.21) feet;
WESTERLY: by land of the Boston and Maine Railroad, as shown on said plan, fifty (50) feet, more or less; and
NORTHERLY: by Lot 48, eighty-four and 37/100 (84.37) feet.

PARCEL 2: 95 Rumford Street, Lowell, MA

The land together with the buildings and improvements thereon situate on Rumford Street in the City of Lowell (formerly Tewksbury) in part called South Lowell, County of Middlesex, Commonwealth of Massachusetts, being shown as Lots 51, 52, 53 and the Strip of Land adjoining Lot 53 as shown on a plan of land entitled, "Plan of Walter G. Stevens, Dated Nov. 1891" as recorded with the Middlesex County North District Registry of Deeds in Book of Plans 7, Plan 9, being more particularly bounded and described as follows:

On the westerly side of Rumford Street, f/k/a Concord Street, beginning at the southeasterly corner of the premises at said Rumford Street and at land designated on said Plan as "South Lowell Station" and on a line which would be the northerly line of the westerly end of Commonwealth Avenue, and thence running:

NORTHERLY: on said Rumford Street, ninety and 16/100ths (90.16) feet to Lot 50 as shown on said plan;
WESTERLY: on last named lot, seventy-eight and 21/100ths (78.21) feet to land or location of Boston and Lowell R.R. as shown on said plan;
SOUTHERLY: on last named land to land heretofore designated as So. Lowell Station, being a point where said northerly line of Commonwealth Avenue extended westerly would intersect the easterly line of said railroad location, being about ninety-one and 7/100ths (91.7) feet, more or less;
EASTERLY: Seventy and 00/100ths (70.00) feet to the point of beginning.
Containing 6,618 square feet, more or less, according to said plan and as shown on Plan A-7 in the Office of the City Engineer.

This conveyance is made subject to any and all easements and restrictions on the granted premises, if any there be, insofar as the same are now in force and applicable.

Reserving and excepting all rights and easements, if any, existing in, over or upon the granted premises in favor of the City of Lowell, which were acquired by it other than by tax foreclosure proceedings.

For Mortgagor's title see Deed recorded with said Registry in Book 31151, Page 179

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, prior liens or other encumbrances of record, rights of tenants and parties in possession.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) shall be required to be paid to the mortgagee in cash, by certified or bank's cashier check at the time and place of sale; the mortgage holder and its designees are exempt from this requirement. The high bidder will be required to sign a written Memorandum of Sale at the close of bidding. The balance of the purchase price is to be paid by certified check or by bank cashier's check within 30 days from the date of the sale at the offices of mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of a typographical error in this publication. **TIME WILL BE OF THE ESSENCE.**

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

Jeanne D'Arc Credit Union
Present Holder of said Mortgage,
By Its Attorney,
Edward P. McCarthy
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