

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 **Romax Finance Corporation** to Dean Hederstedt and Dorothy Hederstedt dated August 18, 2005 and recorded on August 23, 2005 with the Essex County Southern District Registry of Deeds as Document 458149 as noted on Certificate of Title Number 65714/78812, of which mortgage Dean Hederstedt and Dorothy Hederstedt are the present holders, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at **12:00 noon on March 21, 2014**, on the mortgaged premises located at **22-24 High Rock Terrace, Gloucester, Essex County, Massachusetts**, all and singular the premises described in said mortgage,

TO WIT:

The two parcels shown in Certificate Number 65714, document number 309127, originally registered June 10, 1924 in Registration Book 21, Page 5058, Southern Registry District of Essex County.

FIRST PARCEL: SOUTHERLY by Lot A-1, as shown on plan hereinafter mentioned, measuring on the upland about one hundred seventy nine and 22/100 (179.22) feet; SOUTHWESTERLY by a way, as shown on said plan, forty four and 59/100 (44.59) feet; NORTHWESTERLY by another way fifteen (15) feet wide, as shown on said plan, thirty six and 63/100 (36.63) feet; NORTHERLY by lot A-3-B, as shown on said plan, measuring on the upland about two hundred ten (210) feet; and EASTERLY by the Atlantic Ocean. All of said boundaries, except the water lines, are determined by the Court to be located as shown upon plan numbered 655-Q, drawn by Polisson & Hennessy, Engineers, dated October 20, 1948, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 18804 in said Registry, and the above-described land is shown as lot A-3-C, on last mentioned plan. SECOND PARCEL: NORTHWESTERLY by a way fifteen (15) feet wide, as shown on a plan hereinafter mentioned, thirty one and 50/100 (31.50) feet; NORTHEASTERLY by lot A-3-E, as shown on said plan, seventy and 74/100 (70.97) feet, and SOUTHERLY by lot A-3-C, as shown on said plan, eighty and 74/100 (80.74) feet. All of said boundaries are determined by the Court to be located as shown upon said plan numbered 655-T, drawn by Polisson & Hennessy, Engineers, dated August 8, 1949, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 19328 in said Registry, and the above-described land is shown as lot A-J-D, on last mentioned plan. The above described land is subject to the terms of an agreement filed with the papers in this case on November 7, 1923, between Harriett M. Whitman, Trustee and George H. Powers, a copy of which is filed with Document 11760 in said Registry. The above-described land is subject to the terms of another agreement filed with the papers in this case on August 22, 1923, between Harriet M. Whitman, Trustee, and Josephine L. Terry a copy of which is filed with Document 11760 in said Registry. So much of the above-described land is included within the limits of said Ways shown on said plan is subject to its use as a part of such ways by all persons lawfully entitled thereto. The above-described land is subject to and has the benefits of all rights, easements, provisions and reservations as set forth in any of said deeds filed and registered and entered on Certificate of Title 5058 in said Registry.

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 the Law Offices of Bill N. Jacob, 805 Turnpike Street, Suite 201, North Andover, Massachusetts 01845, within thirty (30) days from the date of sale, or such other time as may be designated by the mortgagee. Other terms and conditions will be provided at the place of sale. The Deed will be provided to the 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.

DEAN HEDERSTEDT and
DOROTHY HEDERSTEDT
Present holder of said mortgage
By its attorney,
Bill N. Jacob, Esq.
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