

**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 Bettencourt Realty, LLC dated November 18, 2005 and recorded with the Essex South District Registry of Deeds in Book 25107, Page 585, as amended by First Amendment to Mortgage and Security Agreement dated December 13, 2010, and recorded with the Essex South District Registry of Deeds in Book 30075, Page 195, 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 10 o'clock A.M. on the 3<sup>rd</sup> day of October, 2014 at 2 Washington Street, Peabody, Essex County, Massachusetts, all and singular the premises described in said mortgage.

To wit:

The land in Peabody, with the buildings thereon located at 2 Washington Street, in the City of Peabody, Essex County, Massachusetts, bounded and described as follows:

NORTHEASTERLY:           by Main Street, 64.20 feet;

SOUTHEASTERLY:           by land now or formerly of Alexander J. Kotorski, 100.00 feet;

NORTHEASTERLY:           by said land of Kotorski, 67.00 feet;

SOUTHEASTERLY:           by land now or formerly of Hugh J. and Mary A. O'Rourke, 82.10 feet;

SOUTHWESTERLY:           by Lot B as shown on plan hereinafter mentioned, 54.85 feet;

NORTHWESTERLY:           by said Lot B, 14.42 feet;

SOUTHWESTERLY:           by said Lot B, 86.80 feet; and

NORTHWESTERLY:           by Washington Street, 157.35 feet.

Said premises being Lot "A" on a plan entitled "Subdivision, Land of Mary O'Shea, Peabody, Mass.," dated April 9, 1969 and drawn by Carter & Towers Engineering Corp., Swampscott, Mass. which plan is recorded with the Essex South District Registry of Deeds in Book 5619, Page 143.

Said premises are conveyed with the benefit of a right of way, ten (10) feet wide, along the northeasterly boundary of Lot "B" as shown on the aforementioned plan, said right of way to be used for access only.

The land with the buildings thereon located at 111 Main Street, Peabody, Essex County, Massachusetts and being shown as Lot A on a plan entitled "Subdivision Plan located in Peabody, Mass. Prepared by Eastern Land Survey Associates, Inc. Christopher R. Mello, PLS 104 Lowell St., Peabody, MA 01960 Scale 1"=20' September 3, 1999" recorded with the Essex South District

Registry of Deeds, Plan Book 340, Page 47, and to which reference may be had for a more particular description thereof.

The land with the buildings and improvements thereon located at 111 Main Street (also referred to as R111 Main Street) Peabody, Essex County, MA and being shown as Lot B on a plan entitled "Subdivision Plan located in Peabody, Mass. Prepared by Eastern Land Survey Associates, Inc. Christopher R. Mello, PLS 104 Lowell St., Peabody, MA 01960 Scale 1"=20' September 3, 1999" recorded with the Essex South District Registry of Deeds, Plan Book 340, Plan 47, and to which reference may be had for a more particular description thereof.

The premises has the benefit, so far as still applicable, of the following:

Reciprocal Lease and Agreement Relative to Abutting Parking Areas between Urban, LLC and Peter Castrichini dated May 1, 2001, recorded with said Registry of Deeds in Book 17174, Page 146, as affected by Confirmatory Reciprocal Lease and Agreement Relative to Abutting Parking Areas dated February 28, 2003 to be recorded with said Registry of Deeds, and as further affected by Agreement dated February 27, 2003, and recorded in Book 20257, Page 34.

Premises to 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 twenty-five thousand dollars (\$25,000) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. An additional deposit of five (5%) percent of the sale price is to be paid by certified or bank check at the Law Offices of John C. Ottenberg, Ottenberg & Dunkless LLP, 101 Arch Street, Boston, MA 02110 within seven (7) days of the date of the auction sale. The balance is to be paid by certified or bank check at the Law Offices of John C. Ottenberg, Ottenberg & Dunkless LLP, 101 Arch Street, Boston, MA 02110 within thirty (30) days from the date of sale. Time is of the essence. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control. Other terms, if any, to be announced at the sale.

**Northeast Community Bank, formerly known as Fourth Federal Savings Bank**  
Present holder of said mortgage

By their Attorney,

John C. Ottenberg, Esq.  
Ottenberg & Dunkless LLP  
101 Arch Street  
Boston, MA 02110