

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 TCP Gorham 453, LLC to Adam DeSanctis (the "Mortgagee"), dated November 10, 2020, and recorded in the Middlesex North Registry of Deeds at Book 34898, Page 167 and filed in the Northern Middlesex Registry District of the Land Court as Document No. 319337 and noted on Certificate of Title No. 44944, 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 **1:00 P.M. on May 9, 2023**, on the mortgaged premises at **463-473 Gorham Street, Lowell, Middlesex County, Massachusetts 01852**, being all and singular the premises described in said mortgage,

TO WIT:

PARCEL I

A certain parcel of land with the buildings thereon situated in Lowell, Middlesex County, Massachusetts, bounded and described as follows:

EASTERLY	by Gorham Street, forty-five (45) feet;
SOUTHERLY	by land now or formerly of Ida M. Donahue, one hundred fifteen and 50/100 (115.50) feet;
WESTERLY	by land now or formerly of Melona W. Coburn and land now or formerly of Katherine T. Short, forty-five and 97/100 (45.97) feet; and
NORTHERLY	by land now or formerly of James Slavin, one hundred twenty-four and 85/100 (124.85) feet;

All of said boundaries are determined by the Land Court to be located as shown on a plan 1918-A, drawn by O.M. Snell, C.E., dated October 1, 1907, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 54.

For Grantor's title see Certificate No. 44944.

PARCEL II

The land in Lowell, Middlesex County, Massachusetts, together with the buildings thereon, situated on the westerly side of Gorham Street and thus bounded and described:

EASTERLY	by said Gorham Street, forty-four (44) feet, more or less;
SOUTHERLY	by land of Nazif Hassan, one hundred twenty seven (127) feet, more or less;

WESTERLY by land now or formerly of Serafina Rapone forty seven (47) feet, more or less;

NORTHWESTERLY by land now or formerly of the Roman Catholic Archbishop of Boston thirty-one and 50/100 (31.50) feet, more or less;

NORTHEASTERLY by land now or formerly of William J. Rogers, seventeen (17) feet, more or less; and

NORTHERLY by said Rogers land one hundred (100) feet, more or less;

Containing 6,170 square feet, more or less, and being shown on a plan of land entitled "Plan of Land in Lowell, Mass." Surveyed May 7, 1955 by C.J. Kitson, Surveyor, and recorded with the Middlesex North District Registry of Deeds, Plan Book 85, Plan 189A.

PARCEL III

The land situated in Lowell, Middlesex County, Massachusetts, on the westerly side of Gorham Street and bounded:

EASTERLY by the westerly line of said Gorham Street eleven (11) feet;

SOUTHERLY by land now or formerly of John F. Callahan et al, one hundred and twenty-four and 35/100 (124.35) feet;

WESTERLY by land now or formerly of Sarah T. Cooney et al, and land now or formerly of Charles E. Schafer, et ux, eleven (11) feet; and

NORTHERLY by land now or formerly of John Ruffiange, one hundred twenty-seven (127) feet.

Containing 1,382 square feet, be said contents and any or all of said measurements more or less and however otherwise said premises may be measured, bounded or described.

PARCEL IV

The land said Lowell, situated on the northwesterly side of Gorham Street, and the northeasterly side of South Highland Street, now known as and numbered 473-477 Gorham Street, bounded and described as follows:

Bounded on the east by Gorham Street, 45.00 feet;

On the north by land now or formerly of one Carroll, 60 feet;

On the west by lot "B", 46.97 feet; and

On the south by South Highland Street, 60.03 feet.

Containing 2759 square feet as shown on Lot "A" on a plan entitled "Subdivision Plan of Land in Lowell, Mass., belonging to Bernadette M. Donohoe, prepared Feb., 1956, by J.C. & W. T. Monahan, C.E.'s, Surv.," which plan is recorded with Middlesex North District Registry of Deeds, Plan Book 87, Plan 48A.

For Grantor's title to Parcels II, III and IV see deed recorded with said Middlesex North Deeds in Book 34484, Page 68.

The premises are 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. The premises are also sold subject to the right of redemption of the United States of America, if any there be.

TERMS OF SALE OF REAL ESTATE:

A deposit of Ten Thousand Dollars (\$10,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of the sale. The balance is to be paid by certified or bank check at the offices of McCue, Lee & Greene, LLP, 99 Derby Street, Suite 200, Hingham, MA 02043, Attorney for the Mortgagee, within thirty (30) days from the date of sale, or as otherwise designated by the Mortgagee. 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.

RESERVATION OF RIGHTS:

The Mortgagee reserves the right to (1) cancel, adjourn or continue the foreclosure sale to such later date as the Mortgagee may deem desirable by public proclamation at the date, time and place of the sale and to further postpone at any adjourned or continued sale by public proclamation at the date, time and place of said sale; (2) bid on and purchase the mortgaged premises at the foreclosure sale; (3) reject any and all bids for the mortgaged premises; (4) waive reading this notice or any portion thereof at the foreclosure sale; (5) amend or alter the terms of sale stated in this notice by oral or written announcement made at any time before or during the foreclosure sale. Such changes or amendments shall be binding on all bidders.

The successful bidder will be required to sign a Memorandum of Sale immediately after the close of the bidding.

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

Adam DeSanctis
Present Holder of said mortgage,
By his Attorneys,
MCCUE, LEE & GREENE, LLP
99 Derby Street, Suite 200
Hingham, MA 02043

(617) 236-0212