

## 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 CELEST INVESTMENTS, LLC, a Massachusetts limited liability company, to BANKGLOUCESTER, a Massachusetts banking corporation with a usual place of business at 160 Main Street, Gloucester, Essex County, Massachusetts, dated November 10, 2022, and recorded with the Essex South District Registry of Deeds in Book 41298, Page 183, of which mortgage BANKGLOUCESTER is the present holder, for breach of the conditions contained in said mortgage, namely, default in the mortgage payments, and for the purpose of foreclosing the same, there shall be sold at Public Auction at 1:00 p.m. on Thursday, August 21, 2025, on the mortgaged premises located at 58-64 Temple Street, Haverhill, Essex County, Massachusetts, where a flag shall be erected on the day of such sale, all and singular the premises described in said mortgage, to wit:

A certain tract or parcel of land, together with the buildings and improvements thereon, situated in Haverhill, Essex County, Massachusetts, being more particularly bounded and described as follows:

EASTERLY:           by Temple Street, sixty (60) feet; thence

SOUTHERLY:        by land of Kramer, et al and by land of Medaglia, et al, one hundred and twenty (120) feet; thence

WESTERLY:         by land of Sussman, et al and by land of LoConts, sixty (60) feet; thence

NORTHERLY:        by land of Jacob Osgood heirs, one hundred twenty (120) feet.

For title, see Deed to Mortgagor recorded prior hereto.

The Mortgaged Premises shall be sold subject to any and all unpaid taxes, charges and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over the mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record, and subject to all leaseholds, tenancies and/or rights of parties in possession, including rights or claims in improvements and personal property now located on the Mortgaged Premises and installed by current or former owners or occupants. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, subdivision, state and local building, environmental, sanitary or other Federal, State and/or Municipal regulations, utilities, condition or permitted use of the premises, state of title, or otherwise.

#### TERMS OF SALE:

Cash, cashier's or certified check drawn upon any bank or trust company doing business in the Commonwealth of Massachusetts, in the sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS, must be presented at the time and place of the sale in order to qualify as a bidder and shall be tendered by the purchaser at the time and place of sale; the high bidder shall execute and agrees to comply with the terms of the written Memorandum of Foreclosure Sale upon acceptance of his/her bid; the balance of the bid price shall be paid in cash or by wire transfer in or within thirty (30) days after the date of sale. The deed for the Mortgaged Premises shall be delivered upon receipt of the balance of the purchase price.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation by the Mortgagee, its attorney or its auctioneer at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and


date appointed for the adjourned sale date. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

Sale to be conducted by PAUL E. SAPERSTEIN CO., INC., 144 Centre Street,  
Holbrook, Massachusetts, Auctioneer's License No. 295, Telephone No. (617) 227-6553,  
Internet: [www.pesco.com](http://www.pesco.com).

BANKGLOUCESTER  
By Its Duly Authorized Attorney

RS LAW LLP

By 

PAUL G. CROCHIERE, ESQUIRE  
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