

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by John P. Wells to MSA Mortgage, LLC, dated October 27, 2022 and recorded at Essex County (Southern District) Registry of Deeds on October 27, 2022, in Book No. 41268, at Page 243, of which mortgage the undersigned is the present holder MSA Mortgage, LLC, 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 September 25, 2025 on the mortgaged premises being known as 1 Gove Drive, Newburyport, MA, being all and singular the premises described in said mortgage to wit:

That certain parcel of land, with the buildings thereon, situated in Newburyport, Essex (South) County, Massachusetts, more particularly described as follows:

Lot 18 in the Port Village Subdivision as shown on that Subdivision Plan entitled "Definitive Subdivision Plan -Port Village -Drawn for Copley Estates, LLC by Christiansen & Sergi, Inc. dated July 30, 1997, revised November 20, 1997, December 8, 1997, December 16, 1997 and January 13, 1998" and recorded in said Registry on April 8, 1998 at Plan Book 324, Plan 58. For Grantor's title see Deed recorded in the Essex South District Registry of Deeds at Book 14134, Page 420.

This conveyance is subject to the following:

1. Restrictive Covenant dated December 15, 1997 by Copley Estates, LLC running in favor of the City of Newburyport, Massachusetts recorded with the Essex South District Registry of Deeds on April 8 1998 as Instrument #320 at Book 14722, Page 331.
2. City of Newburyport Planning Board Record of Proceedings and Decision for Definitive Plan dated January 7, 1998 and recorded with said Deeds on April 8, 1998 as Instrument #319 at Book 14722, Page 327.
3. All easements and other matters shown on the plan entitled "Definitive Subdivision Plan "Port Village" located in Newburyport, MA drawn by Christiansen & Sergi dated July 30, 1997, last revised January 13, 1998 and recorded with said Deeds at Plan Book 324, Plan 58.
4. Declaration of Reservations and Restrictions governing Port Village Subdivision in Newburyport, Massachusetts, dated April 17, 1998 and recorded with said deeds at Book 15073, Page 007.
5. Easement and Right of Way granted to MediaOne of Massachusetts, Inc. by instrument recorded with said Deeds on February 2, 1999 at Book 15471, Page 346. Grantor expressly reserves an easement in and to the strips of land 10' in width and running parallel with Moseley Avenue and Dorothy E. Lucey Drive, the Grantor hereby reserving the right to install, maintain, replace, remove and use above ground and underground utility lines, including without limitation sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines; further, the Grantor shall have the right to grant easement rights to other parties to utilize said strips of land for such purposes. Reserving to the Grantor, its heirs, successors and assigns, the fee in Dorothy E. Lucey Drive, Gore Drive, and Clough Street and all other roadways in the subdivision, but granting to the Grantees, their heirs, successor and assigns, the right to pass and repass and to use said Dorothy E. Lucey Drive, Gore Drive, and Clough Street and all other roadways in the subdivision as public ways are used in the City of Newburyport, together with all other entitled thereto.

Being the same premises as conveyed to the mortgagor by deed of Brenda A. Auchy Trustee of Brenda A. Auchy Trust, dated March 15, 2016, recorded at Essex County (Southern District) Registry of Deeds on March 15, 2016, in Book No. 34773, at Page 310.

The above described premises will be sold **SUBJECT TO first mortgage** to Mortgage Electronic Registration Systems, Inc., as a nominee for FBC Mortgage, LLC dated March 15, 2016 and recorded at Essex County (Southern District) Registry of Deeds on March 15, 2016, in Book No. 34773, at Page 314 in the amount of \$514,800.00 and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street Suite 201, Canton, MA 02021, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: August 21, 2025

(signed:) MSA Mortgage, LLC
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
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