

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Paul R. Dacey II to Newburyport Five Cents Savings Bank, dated November 22, 2017 and recorded at Essex County (Southern District) Registry of Deeds on December 4, 2017, in Book No. 36379, at Page 154, of which mortgage the undersigned is the present holder Newburyport Five Cents Savings Bank, 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 January 15, 2026 on the mortgaged premises being known as 17 Collins Street, Salisbury, MA, being all and singular the premises described in said mortgage to wit:

THE LAND AND BUILDINGS THEREON, IN SALISBURY, ESSEX COUNTY, MASSACHUSETTS BEING FURTHER DESCRIBED AS FOLLOWS:

BEING LOT 24A ON A "PLAN OF LAND IN SALISBURY, MASSACHUSETTS SURVEYED FOR NANCY I. JANVRIN, SCALE 1 INCH =40 FEET, JULY 1987 BY CARROL. H. KNOWLES AND DAVID K. MURPHY" RECORDED AT ESSEX SOUTH DISTRICT REGISTRY OF DEEDS AT PLAN BOOK 245, PLAN 44.

Being the same premises as conveyed to the mortgagor by deed of Anna Laiacano, dated July 31, 2006, recorded at Essex County (Southern District) Registry of Deeds on August 1, 2006, in Book No. 25943, at Page 37.

The above described premises will be sold **SUBJECT TO** 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: December 15, 2025

(signed:) Newburyport Five Cents Savings Bank
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
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