

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain mortgage given by Georges M. Nicolas to Chafic Khabbaz, His successors and assigns, dated January 27, 2021, and recorded in the Middlesex County Registry of Deeds (Northern District) at Book 35300, page 178, of which mortgage the undersigned is the present holder, for breach of the conditions contained in said mortgage and for the purpose of foreclosing the same, will be sold at public auction at 11:00 AM on Wednesday, the 7th day of January, 2026, upon the mortgaged premises being now and numbered 490 North Street, Tewksbury, Middlesex County, Massachusetts, all and singular the premises described in said mortgage, to wit:

The land and buildings and improvements thereon in Tewksbury, Middlesex County, commonly known as 490 North Street, Tewksbury, Massachusetts, situated on the westerly side of North Street, containing 11,248 square feet, being lot 2 on a plan entitled "Subdivision of a Portion of Land in Tewksbury, Massachusetts, by Alice and Blanche King, surveyed September, 1953, J.C. & W. T. Monahan, C.E's" which Plan is recorded in the Middlesex North District Registry of Deeds Book of Plans 83, Plan 132B and thus bounded:

Easterly by North Street, 106.00 feet;
Northerly by Lot 3, as shown on said plan, 112.94 feet;
Westerly by land now or formerly of Alice and Blanche King, 100.00 feet; and
Southerly by Lot 1 on said Plan, 108.83

For Grantor's title see a deed dated March 26, 2018, being recorded in the Middlesex North District Registry of Deeds Book 31955, page 74.

Terms of Sale: Ten thousand and 00/100 (\$ 10,000.00) Dollars to be paid in cash, bank check or certified check by the purchaser at the time and place of the sale as a deposit. Balance of purchase price should be paid in or within thirty (30) days, thereafter, at the offices of Peter G. Marino, Esq. 9 Plainfield Street, Lexington Massachusetts 02421. Said sale shall be subject to all restrictions, easements, improvements, rights of tenants and parties in possession, unpaid taxes, tax titles, water bills, municipal liens, rights of redemption for unpaid federal taxes, if any, assessments and existing encumbrances of record created prior to the mortgage if any there be. The successful bidder will be required to sign an Auctioneer's Memorandum of Sale and a Statement of Additional Terms at the conclusion of the bidding.

The Purchaser shall be responsible for the cost of Massachusetts documentary stamps to be affixed to the foreclosure deed.

Other terms are to be announced at the sale.

Chafic Khabbaz, by his attorney,

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