

## NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Celest Investments LLC to NBT Bank, National Association dated May 19, 2023 and recorded with the Southern Essex Registry of Deeds on May 19, 2023 in Book 41572, Page 520 and the Assignment of Rents from Celest Investments LLC to NBT Bank, National Association dated May 19, 2023 recorded in the Southern Essex Registry of Deeds on May 19, 2023 in Book 41572, Page 533, all as assigned to ARBA Credit Investors III, L.P. by assignment dated October 9, 2025 recorded in the Southern Essex Registry of Deeds on November 24, 2025 in Book 43088, Page 427, as affected by the confirmatory assignment dated November 26, 2025 recorded in the Southern Essex Registry of Deeds on December 2, 2025 in Book 43104, Page 196, 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 **11 o'clock, A.M. on the 12<sup>th</sup> day of February, 2026**, at 17 8<sup>th</sup> Avenue, Haverhill, MA 01830, which includes all and singular the premises described in said mortgage.

To wit:

17 8<sup>th</sup> Avenue, Haverhill, MA

The land in Haverhill, Essex County, Massachusetts, with the buildings thereon, situated on the northerly side of Eighth Avenue (formerly known as Brickett Street) and bounded and described as follows:

Beginning at the Southwesterly corner thereof by Eighth Avenue and by land now or formerly of Johanna O'Brien; thence running Northerly by said land of O'Brien one hundred and fifty eight (158) feet to land now or formerly of Sheldon; thence Easterly by said land of Sheldon sixty (60) feet to land now or formerly of Jaques; thence Southerly by land of Jaques one hundred fifty-eight (158) feet to said Eighth Avenue; and thence Westerly by said Eighth Avenue sixty (60) feet to said land of O'Brien and the point begun at.

For title see deed recorded with the Southern Essex Registry of Deeds on May 19, 2023 in Book 41572, Page 518.

The premises 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.

Terms of sale: A deposit of fifteen thousand dollars (\$15,000.00) by certified or bank check must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement), highest bidder will be required to be pay said deposit at the time and place of sale located at 17 8<sup>th</sup> Avenue, Haverhill, MA 01832 and to sign written memorandum of sale upon acceptance of bid. The balance of the purchase price is to be paid by wire transfer to Murphy & King, P.C., 28 State Street, Suite 3101, Boston, MA 02109 within thirty (30) days from the date of sale. 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.

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

ARBA Credit Investors III, L.P., present holder of said mortgage,  
By its Attorneys,  
Murphy & King, P.C.  
28 State Street, Suite 3101  
Boston, MA 02109  
(617) 423-0400