

## 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 Leighton D. Kennedy and Jessica K. Kennedy to Salem Five Mortgage Company, LLC, dated May 2, 2006 and recorded with the Worcester County (Northern District) Registry of Deeds at Book 6106, Page 211, of which mortgage the undersigned is the present holder by assignment from Salem Five Mortgage Company, LLC to Salem Five Cents Savings Bank dated May 2, 2006 and recorded with said Registry on May 8, 2006 at Book 6106, Page 234, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 12:00 p.m. on April 25, 2018, on the mortgaged premises located at 18 Crestview Lane, Meadows at West Hill Condominium, Westminster, Worcester County, Massachusetts, all and singular the premises described in said mortgage,

### TO WIT:

#### EXHIBIT 'A'

The Unit known as Unit know as Phase XXXVI1 in the Meadows at West Hill Condominium in the City/Town of Westminster, Massachusetts, created pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated March 22, 1990, recorded with Worcester Registry of Deeds, Book 1942, Page 174, as amended by Instruments duly recorded, which unit is shown on the floor plans recorded simultaneously with said Master Deed and on the copy of the portion of said plans attached to the Unit Deed for the above noted Unit and made a part thereof, to which is affixed the verified statement for a registered land surveyor in the form required be Section 9 on said Chapter 183A, with a .0178113 percentage interest in common areas, appurtenant thereto in the common areas and facilities of the Condominium described in said Master Deed.

Said premises are conveyed subject to and with the benefit of covenants, conditions, restrictions, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the Commonwealth of Massachusetts, General Laws, Chapter 183A of set forth in the Master Deed, in the related By-laws, or in the Declaration of Trust, as they may have been lawfully amended.

NO. WORC. REGISTRY OF DEEDS JOHN B. McLAUGHLIN, REGISTER

For mortgagor's(s') title see deed recorded with Worcester County (Northern District) Registry of Deeds in Book 4445, Page 379.

These premises will 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 Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or

by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, 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. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

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

SALEM FIVE CENTS SAVINGS BANK  
Present holder of said mortgage

By its Attorneys,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
201709-0268 - TEA