

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Claudette Levy f/k/a Claudette Hayes and Mihai Prisacariu to Salem Five Cents Savings Bank dated November 21, 2022 and recorded with the Middlesex County (Southern District) Registry of Deeds, in Book 80993, Page 318, 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 2:00 PM, on September 11, 2026**, on the premises known as **236-238 Adams Street, Newton, Massachusetts**, the premises described in said mortgage, together with all the rights, easements, and appurtenances thereto, to wit:

The land with the buildings thereon in Newton, Middlesex County, Massachusetts, bounded and described as follows:

Westerly by Adams Street, 47 feet;

Northerly by land now or formerly of Michael Quirk, 74.50 feet;

Easterly by land now or formerly of Michael Quirk, 47 feet;

Southerly by a passageway fourteen feet wide, 73 feet.

Being the same premises conveyed by deed recorded at said Deeds in Book 35110 Page 81.

Property Address: 236-238 Adams St., Newton, MA 02458

Terms of Sale: This property is being sold SUBJECT TO a first mortgage to "MERS", Mortgage Electronic Registration Systems, Inc., a separate corporation that is acting solely as nominee for AEGIS Lending Corporation, dated September 12, 2005, and recorded at the Middlesex County (Southern District) Registry of Deeds in Book 46099, Page 191.

These premises are being sold subject to any and all unpaid real estate taxes, water rates, municipal charges and assessments, condominium charges, expenses, costs, and assessments, if applicable, federal tax liens, partition wall rights, statutes, regulations, zoning, subdivision control, or other municipal ordinances or bylaws respecting land use, configuration, building or approval, or bylaws, statutes or ordinances regarding the presence of lead paint, asbestos or other toxic substances, sanitary codes, housing codes, tenancy, and, to the extent that they are recorded prior to the above mortgage, any easements, rights of way, restrictions, confirmation or other matters of record.

The purchaser shall also bear all state and county deeds excise tax. The deposit of \$10,000.00 is to be paid in cash or bank or certified check at the time and place of the sale, with the balance of the purchase price to be paid by bank or certified check within thirty (30) days after the date of the sale, to be deposited in escrow with Guaetta and Benson, LLC, at 73 Princeton Street, Suite 208, North Chelmsford, Massachusetts.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder or, thereafter, to the next highest bidders, providing that said bidder shall deposit with said attorney, the amount of the required deposit as set forth herein within five (5) business days after written notice of the default of the previous highest bidder.

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

Dated: August 5, 2026

Present holder of said mortgage

Salem Five Cents Savings Bank

by its Attorneys

Guaetta and Benson, LLC

Peter V. Guaetta, Esquire

P.O. Box 519

Chelmsford, MA 01824