

RECEIVER'S SALE OF REAL ESTATE

By virtue of the Order for Appointment of Receiver issued by Peabody District Court in the case entitled "City of Peabody v. Charles Yiakas, Personal Representative of the Estate of Arthur Yiakas, et al, Docket No. 2386CV0074 and recorded with the Essex South District Registry of Deeds at Book 41830, Page 451; and pursuant to an Order Extending the Receivership through October 31, 2024 dated March 4, 2024 and recorded with the Essex South District Registry of Deeds at Book 42008, Page 128 and pursuant to Order Authorizing Sale of the Property dated June 6, 2024 and recorded with the Essex South District Registry of Deeds at Book 42229, Page 137; the Receiver, Levis Companies, Inc. hereby gives notice of its intent to foreclose on its Lien regarding the premises located at 181 Lynnfield Street, Peabody, Massachusetts on August 29, 2024 at 11:00 a.m. at the premises. The premises are described as follows:

The land with the buildings thereon situated in Peabody, Essex County, Massachusetts and being shown as Lot 14 on Plan of Land entitled "Definitive Subdivision, Subdivision Plan owner: Alan Zion, 11 Charles Street, Peabody, Massachusetts, January 5, 1975, Scale: HOR: 1" – 40', Engineer: Northeast Engineering, 15 Chestnut Street, Peabody, Mass., Revised as of May 11, 1957; recorded with Essex South District Registry of Deeds. Said Lot 14 is more fully bounded and described as follows:

Southerly by Lynnfield Street, on two courses, 41.69 feet and 45 feet;

Westerly by Lots 13 and 41, as shown on said Plan, on two courses, 103.53 feet and 22.72 feet;

Northeasterly by Lot 15, as shown on said Plan, 172.39 feet; and

Southeasterly by land of the City of Peabody, on two courses, 40.00 feet and 23.50 feet.

Containing 9,932 square feet according to said Plan, said Lot 14 is subject to a forty (40) foot draining easement as shown on said Plan.

For title reference see Deed recorded with the Essex South District Registry of Deeds at Book 9672, Page 102.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over the Receiver's lien, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of \$10,000.00 as a deposit must be shown at the time and place in order to qualify as a bidder (the Receiver and its designee(s) are exempt from this requirement); high bidder to sign Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of that sale at the offices of the Receiver's attorney: Phillips, Gerstein & Channen, LLP, 25 Kenoza Avenue, Haverhill, MA 01830 or such other time as may be designated by the Receiver. The description for the premises contained in the Deed to Arthur Yiakas at Book 9672, Page 102 shall control in the event of a typographical error in this publication. If high bidder defaults, the Receiver shall be authorized to sell to the next highest bidder. Other terms to be announced at the sale.

Levis Companies, Inc.
By its Attorney:
Russell S. Channen, Esquire
Phillips, Gerstein & Channen, LLP
25 Kenoza Avenue, Haverhill, MA 01830
(978) 374-1131