

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Diane Swible to Eastern Bank, dated August 5, 2019 and recorded at Essex County (Southern District) Registry of Deeds on September 10, 2019, in Book No. 37827, at Page 537, of which mortgage the undersigned is the present holder Eastern Bank, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 10:00 AM, on October 22, 2024 on the mortgaged premises being known as 111 Foster St Unit B418, Peabody, MA, being all and singular the premises described in said mortgage to wit:

UNIT B418 IN THE TANNERY GARDENS CONDOMINIUM SITUATED AT 111 FOSTER STREET, PEABODY, ESSEX COUNTY, MASSACHUSETTS, CREATED BY MASTER DEED DATED MARCH 30, 1988, RECORDED WITH THE ESSEX SOUTH DISTRICT REGISTRY OF DEEDS IN BOOK 9455, PAGE 501, AS AMENDED. THE POST OFFICE ADDRESS OF THE UNIT IS UNIT B418, 111 FOSTER STREET, PEABODY, MASSACHUSETTS 01960.

THE UNIT CONVEYED IS AS SHOWN ON A PLAN RECORDED WITH THE FIRST UNIT DEED, WHICH PLAN IS A COPY OF A PORTION OF THE PLANS RECORDED WITH SAID MASTER DEED AND TO WHICH IS AFFIXED A VERIFIED STATEMENT IN THE FORM REQUIRED BY MASSACHUSETTS GENERAL LAWS, CHAPTER 183A, SECTION 9.

THE UNIT IS CONVEYED TOGETHER WITH AN UNDIVIDED 1.21 PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES AND THE SAME PERCENTAGE INTEREST IN THE ORGANIZATION OF UNIT OWNERS KNOWN AS THE TANNERY GARDENS TRUST UNDER DECLARATION OF TRUST DATED MARCH 30, 1988, RECORDED WITH SAID MASTER DEED IN BOOK 9455, PAGE 523.

THE UNIT IS CONVEYED SUBJECT TO, AND WITH THE BENEFIT OF, THE OBLIGATIONS, RESTRICTIONS, RIGHTS AND LIABILITIES CONTAINED IN MASSACHUSETTS GENERAL LAWS, CHAPTER 183A, AS AMENDED, THE MASTER DEED AND THE BY-LAWS OF THE TANNERY GARDENS TRUST.

THE UNIT IS TO BE USED ONLY FOR RESIDENTIAL PURPOSES AND SUCH OTHER PURPOSES AS ARE SPECIFICALLY SET FORTH IN THE MASTER DEED.

FOR GRANTOR'S TITLE SEE DEED DATED JUNE 18, 2002, AND RECORDED AT SAID DEEDS AT BOOK 18846, PAGE 485.

Being the same parcel conveyed to Diane Swible Grantee(s) from Jay R. Guillemette and Karen E. Guillemette, a married couple, Grantor(s), by virtue of a Deed dated July 31, 2015, recorded August 3, 2015, in Deed Book 34269, Page 442, as Instrument Number 560, County of Essex, State of Massachusetts.

Parcel ID: PEAB M:0094 B:0858

Being the same premises as conveyed to the mortgagor by deed of Jay R. Guillemette and Karen E. Guillemette, dated August 3, 2015, recorded at Essex County (Southern District) Registry of Deeds in Book No. 34269, at Page 442.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street Suite 201, Canton, MA 02021, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: September 23, 2024

(signed:) Eastern Bank
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
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