

## 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 Robert J. Fleming and Shawn A. Fleming to Edward W. Fleming and Kathryn L. Fleming, dated August 6<sup>th</sup> 1991 and recorded with the Middlesex County (Southern District) Registry of Deeds in Book 21432 at Page 142 on August 8<sup>th</sup> 1991, 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 3 o'clock P.M. on the 26th day of August, 2008 at 15 Lawton Street in Ayer, Middlesex County, Massachusetts, all and singular the premises described in said mortgage,

To wit:

A certain parcel of land, with the buildings thereon situated in Ayer, Middlesex County, Massachusetts, on the easterly side of Lawton Street, being shown as Lot 9 on a plan of land now or formerly of Thomas Johnson;

BEGINNING at the Northwesterly corner of the premises by said street at the corner of land now or formerly of Thomas Johnson;

THENCE Easterly by land of said Johnson, 83.75 feet to land now or formerly of Charles W. Atherton;

THENCE Southerly by land of said Atherton and land of the heirs of Abel Prescott, 62.10 feet to a corner;

THENCE Westerly by said heirs land, 69.60 feet to a stone bound at said street;

THENCE Northerly by said street, 86.00 feet to the point of beginning.

Intending to convey and hereby conveying lot 9, as shown on said Plan, however otherwise bounded, measured or described.

The premises are conveyed subject to and with the benefit of restrictions, easements, covenants and agreements of record, if any there be, insofar as the same are now in force and applicable.

Being the same premises conveyed to the mortgagor by deed of Anthony M. Giannone et ux dated December 3, 1987, and recorded with said Registry of Deeds in Book 18735, Page 264.

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 five thousand dollars (\$5,000.00) 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 the Law Offices of Richard L. Fleming, 231 Sutton Street, Unit 2G, North Andover, MA 01845 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.

Edward W. Fleming and  
Kathrn L. Fleming  
Present holder of said mortgage  
By their Attorneys,  
Law Offices of Richard L. Fleming  
231 Sutton Street, U-2G  
North Andover, MA 01845