

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Riverane LLC to Max Mortgage Lending I LLC, dated May 27, 2021 and recorded with the Essex South Registry of Deeds at Book 39936 Page 356, 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 **337-339 River Street, Haverhill, Massachusetts**, at **11:00 AM** on the **12<sup>th</sup> day of January, 2022**, on the mortgaged premises believed to be known as 337-339 River Street, Haverhill, Essex County, Massachusetts, all and singular the premises described in said Mortgage, to wit:

The land with the buildings thereon, situated in the City of Haverhill, Essex County and the Commonwealth of Massachusetts, described as follows:

### PARCEL ONE

The land in said Haverhill bounded and described as follows:

Southerly by River Street one hundred twenty (120) feet;

Westerly by land now or formerly of McCarthy and land formerly of Bowley one hundred twenty (120) feet;

Northerly by other land formerly of Bowley one hundred twenty (120) feet;

Easterly by other land now or formerly of Bailey and by land now or formerly of Villeneuve one hundred twenty (120) feet.

The southeasterly corner of said premises is one hundred twenty (120) feet west of the west line of Ayer Street measured along the north line of River Street.

### PARCEL TWO

The land in said Haverhill located between Garfield and River Streets in the rear of the building known as 227-229 River Street said land being described as follows:

On the easterly end of land of Gardella about twenty (20) feet;

On the northerly side of land of Chepol and by land of Verbich about one hundred thirty-

five (135) feet;

On the westerly end by land of Christoforo about twenty (20) feet; and

On the southerly side by land of said Ziminsky.

Being the same premises conveyed to Mortgagor by deed of John A. Ziminski, Walter D. Ziminski and Lillian E. Goudreault dated March 8, 2021 and recorded with Essex South Registry of Deeds in Book 39936 Page

The premises will be sold subject to any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record superior to the Mortgage, if any. Said premises will also be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction which tenancies or occupation are subject to said Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

**TERMS OF SALE:** TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS will be required to be paid in cash, or by certified or bank cashier's check by the purchaser at the time and place of sale. The balance of the purchase price on the sale shall be paid in cash, or by certified or bank cashier's check within thirty (30) days thereafter and the Deed transferred contemporaneously therewith. The successful bidder at the sale shall be required to sign a Memorandum of terms of sale containing the above terms at the Auction sale. The purchaser will be responsible for all closing costs, Massachusetts deed excise stamps and all recording fees.

The sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

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

Max Mortgage Lending I LLC

By: /s/  
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Its Attorney

Date: November 17, 2021