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[Back](#)

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#### **Notice Content**

##### 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 Melanie Cerny to North Shore Bank a Co-operative Bank dated November 18, 2015 and recorded at the Essex South District Registry of Deeds at Book 34529, Page 320, 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 11 o'clock A.M. on the 30th day of March, 2020 on the mortgaged premises. This property has the address of at 212 Lions Mouth Road, Amesbury, Massachusetts. The entire mortgaged premises, all and singular, the premises described in said mortgage:

To wit:

A certain parcel of land in Amesbury, Essex County, Massachusetts on Lion's Mouth Road containing fifteen (15) acres, more or less, with 200 feet frontage, more or less, on Lion's Mouth Road, further described on a plan entitled "Plan of Land in Amesbury, MA, for Margaret S. Rice", said plan dated August 6, 1985, Scale 1"=100', recorded at Plan Book 200, Plan 81 in the Essex South District Registry of Deeds in Salem, Massachusetts. Meaning and intending to convey and hereby conveying Lot 1 as shown on plan referred to above.

For title reference see deed of Herbert Cerny recorded at Book 34529 Page 319.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, plans, 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. Together with all improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this sale.

Terms of sale: A deposit of fifteen thousand dollars (\$15,000.00) by certified or bank check will be required to be paid by the purchaser at the time

and place of the sale as a deposit. To qualify to bid, potential bidders must demonstrate that they have the required deposit in hand. The successful bidder will be required to execute a Memorandum of Sale immediately after the close of the bidding. The balance is to be paid by certified or bank check at the offices of Morello & Associates, P.C. within thirty (30) days from the date of sale. The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the same and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's Attorney. 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.

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 foreclosure, the Mortgagee reserves the right but shall not be obligated to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein, within three (3) business days after written notice of default of the previous highest bidder. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by Morello & Associates, P.C. (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the time and place of the sale.

North Shore Bank, a Co-operative Bank

Present holder of said mortgage

By its Attorneys,

Morello & Associates P.C.

220 Broadway, Unit 402

Lynnfield, MA 01940

Phone: 781-477-1822

Facsimile: 781-477-1811

NT - 3/2, 3/9, 3/16/20

[Back](#)