

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage dated March 15, 2019 (the "Mortgage") given by BA 503 Beacon Street, LLC (the "Mortgagor") to Stonington Capital LLC (the "Mortgagee"), and recorded with the Middlesex South District Registry of Deeds in Book 72345, Page 91, of which Mortgage the undersigned is the present holder, and for breach of the conditions of said Mortgage, and for the purpose of foreclosing, the same shall be sold at Public Auction at **11:00 AM on October 29, 2020** (the "Sale"), at 503 Beacon Street, Newton, Massachusetts 02467, all and singular the premises described in said Mortgage ("Mortgaged Premises"), to wit:

That certain parcel of land with the buildings thereon situated in Newton, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

NORTHEASTERLY by Intervale Road, one hundred and thirty (130) feet;

SOUTHEASTERLY by lot marked "G. E. May" on the plan hereinafter mentioned, one hundred and three (103) feet;

SOUTHWESTERLY by a curved line measuring thirty-seven and 14/100 (37.14) feet and a straight line measuring seventy-nine and 90/100 (79.90) feet running in part through the center of a driveway shown on said plan; and

NORTHWESTERLY by the lot marked "Lot 5-B Sarah Baker" on said plan, one hundred seven and 78/100 (107.78) feet; being the lot marked "L. M. Noyes" on a plan entitled "Plan of Land in Newton, Mass.", June 12, 1936, Henry F. Bryant and Son, Engrs., recorded with the deed to David C. Ditmore and Margaret D. Ditmore, his wife, as tenants by the entirety, from Gilbert H. Noyes and Lena M. Noyes in South Middlesex Deeds book 6039, page 98, but excepting therefrom that part thereof shown as Lot 1 on said plan containing three hundred and seventy-seven (377) square feet.

Together with a right of way as appurtenant to the land above described to and from Beacon Street over the driveways shown on said plan, and that part of said land which forms part of a driveway is subject to a right of way over the same in favor of the owner and occupants of the lot marked "A F. Baker and Co. Inc." and the lot marked "G. E. May" on said plan.

Being the same parcel conveyed to the mortgagor by deed dated March 14, 2019 and recorded in the Middlesex South District Registry of Deeds at Book 72345, Page 88.

TERMS OF SALE:

Said Mortgaged Premises will be sold subject to and/or with the benefit of any and all rights, rights of way, restrictions, easements, orders of conditions, environmental liens or restrictions, covenants, liens or claims in the nature of liens, improvements, public assessments, agreements and any other matters of record which have priority over the Mortgage being foreclosed, if any there be.

Said Mortgaged Premises will be sold subject to any unpaid real estate taxes, municipal or other public liens or taxes, water and sewer assessments and liens, other municipal assessments or liens or existing encumbrances of record, and tax title takings, if any there be, which take precedence over the

Mortgage above described whether or not reference to such restrictions, easements, improvements, liens, or encumbrances is made in the deed.

Said Mortgaged Premises will also be sold subject to all tenancies or occupation by persons on the Mortgaged Premises now and at the time of said auction, which tenancies or occupation are subject to said Mortgage and to all rights or claims in personal property now located on the Mortgaged Premises belonging to said tenants or occupants, and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances. The Mortgaged Premises will also be sold subject to the right of redemption of the United States of America, if any there be.

The highest bidder shall be required to deposit TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) by cashier's, bank treasurer's, or certified check, payable to *Wise & Jack, LLC* (cash or personal check will not be accepted) at the time and place of the Sale. Such deposit shall be shown to the auctioneer prior to the commencement of bidding in order for a person to be entitled to bid. Such deposit shall be increased to an amount equal to ten percent (10%) of the highest bid of the Sale, which amount shall be paid within seven (7) calendar days of the date of the Sale.

The balance of the purchase price shall be paid within thirty (30) days after the Sale at the offices of the Mortgagee's attorney, *Wise & Jack, LLC*, 85 Speen Street, Suite 202, Framingham, MA 01701. Said balance of the purchase price shall be paid to the Mortgagee by federal funds wire transfer which funds shall be deposited in escrow with the attorney for the Mortgagee, WITH TIME BEING OF THE ESSENCE. A foreclosure deed for the Mortgaged Premises shall be provided to purchaser for recording upon the payment in full of the said balance of the purchase price.

The highest bidder shall be required to sign a Memorandum of Sale containing the above terms and any other terms announced at the Sale. The deposit paid at the time of the Sale and thereafter as provided herein by the highest bidder shall be forfeited if the highest bidder does not comply strictly with the terms and obligations of this Notice of Sale and/or the Memorandum of Sale. In the event the successful highest bidder at the Sale shall default in purchasing the Mortgaged Premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the Sale, the Mortgagee reserves the right to assume the highest bid, or sell the Mortgaged Premises by foreclosure deed to the second highest bidder provided that the second highest bidder shall deposit with Mortgagee's attorneys, *Wise & Jack, LLC*, the amount of the required deposits as set forth herein within three (3) business days after written notice of default of the previous highest bidder, and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice. In the event the highest bidder defaults under this Notice of Sale and/or the Memorandum of Sale and the Mortgagee sells the Mortgaged Premises to the second highest bidder, the Mortgagee may, at its option, assume the second highest bid should the second highest bidder fail to fulfill its obligations under this Notice of Sale and/or the Memorandum of Sale. No such assumption of the highest or second highest bid or sale of the Mortgaged Premises by the Mortgagee to such second highest bidder shall relieve the highest or second highest bidder, as applicable, from its obligations under this Notice of Sale and/or the Memorandum of Sale nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or second highest bidder as the case may be.

THE SALE OF THE MORTGAGED PREMISES IS "AS-IS", "WHERE-IS" AND WITH ALL FAULTS, LATENT OR PATENT, AND SUBJECT TO ALL PRIOR ENCUMBRANCES. The transfer of the Mortgaged Premises will be made and accepted by the highest bidder without any expressed or implied representations or warranties whatsoever, including, but not limited to, representations regarding acreage, description of the Mortgaged Premises, uses, rent rolls, leases, outstanding taxes, liens and encumbrances, title and/or title matters, availability of any utilities, building permits, special permits, variances, occupancy, any matter relating to any structure on the Mortgaged Premises, or any other

matter. The highest bidder shall be deemed to have expressly acknowledged by participation in the public auction that any warranty or representation, other than those contained herein, made by the attorney for the Mortgagee, are without authority and that the highest bidder has duly inspected the Mortgaged Premises, the title thereto, the occupancy thereof, and all other matters in connection with the Sale by itself and by various experts, including counsel if the highest bidder so desires. Without limiting the generality of the foregoing exclusion of representatives and warranties, to the extent that the Mortgaged Premises and the transfer hereunder include fixtures or other personalty, then all such items shall be conveyed "AS-IS", "WHERE-IS", "WITH ALL FAULTS". THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY SUCH FIXTURES OR OTHER PERSONALTY. From and after the conclusion of public auction, all risk of loss or damage to the Mortgaged Premises shall pass to, and be borne by, the highest bidder.

The Mortgagee reserves the right to credit bid at the Sale and 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 further reserves the right to change terms of the Sale at the Sale or to add additional terms and to qualify some or all bidders.

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.

Stonington Capital LLC
Present holder of said Mortgage,

By its attorneys, Wise & Jack, LLC

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