

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage July 17, 2018 (the "Mortgage") given by Allen & Handy Investment LLC (the "Mortgagor") to Stonington Capital LLC (the "Mortgagee"), and recorded with the Suffolk County Registry of Deeds in Book 59902, Page 67, 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 May 18, 2022** (the "Sale"), at 84 Esmond Street, Dorchester, Massachusetts 02121, all and singular the premises described in said Mortgage ("Mortgaged Premises"), to wit:

The Land in that part of Boston called Dorchester, Suffolk County, Massachusetts, with the buildings thereon numbered 84 Esmond Street, and being Lot numbered 11 on a plan made by Charles E.C. Breck, July 1896, recorded with the Suffolk Deeds, Book 2377, Page 11, said Lot 11 being portions of Lots 11 and 12 as shown on a plan made by Whitman and Breck, recorded with Suffolk Deeds, Book 1291, Page 105, and bounded and described as follows:

Westerly by Esmond Street, Fifty (50) feet;

Northerly by Lot numbered 10 on a first-mentioned plan, one hundred and twenty-five (125) feet;

Easterly by land of persons unknown, fifty (50) feet; and

Southerly by Lot numbered 12 on said first-mentioned plan, one hundred twenty-five (125) feet.

Containing 6,250 square feet of land, more or less.

Being the same parcel conveyed to mortgagor by deed dated July 28, 2017 and recorded in the Suffolk County Registry of Deeds at Book 58368, Page 23. See also Fiduciary/Quitclaim Deed dated March 2, 2021 and recorded with the Suffolk County Registry of Deeds at Book 66844, Page 295.

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 FIFTEEN THOUSAND DOLLARS (\$15,000.00) 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 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*

Cody A. Zane, Esq.
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