

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Mortgage given by The Academy at Penguin Hall, Inc. (the "Mortgagor") to Georgetown Bank dated September 16, 2016, and recorded in the Southern Essex Registry of Deeds (the "Registry") in Book 35273, Page 426 and registered with the Southern Essex Registry District of the Land Court (the "Registry District") as Document No. 575408 on Certificate of Title No. 89192, as assigned to Origen Wenham LLC (the "Mortgagee") by that certain Assignment of Mortgage dated April 2, 2025, and recorded with the Registry in Book 42644, Page 512 and registered with the Registry District as Document No. 657749 on Certificate of Title No. 89192, 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 11:00 AM on the 26th day of October, 2026 at 36 Essex Street, Wenham, Massachusetts, being more particularly in said mortgage, to wit:

Parcel 1: Registered Land

The land with the buildings thereon now known and numbered as 36 Essex Street, Wenham, Essex County, Massachusetts being shown as Lot 4 on a plan entitled "Subdivision Plan of Land in Wenham" Hayes Engineering, Inc. Surveyors dated August 30, 2001 being shown on Land Court Plan No. 13729-C filed with Certificate of Title No. 75955. Reference is made to said plan for a more particular description.

Parcel 2: Recorded Land

A certain parcel of vacant land shown on a plan entitled "Plan of Land in Wenham, Mass. prepared for Commercial Union Insurance Company, Scale 1" = 80', June 15, 1979, Essex Survey Service, Inc., 47 Federal Street Salem, Ma." recorded with the Essex South District Registry of Deeds as Plan Number 194 of 1979, and bounded and described as follows:

Beginning at the northwest corner of the premises herein described at the other land of the Sisters of Notre Dame and Grapevine Road, thence bounded:

NORTHEASTERLY by Grapevine Road in two lines totaling one hundred eighty-three and 11/100 (183.11) feet to a point and a stone wall one and 16/100 (1.16) feet Southerly of a drill hole at Appleton Road (now discontinued); thence bounded,

SOUTHEASTERLY by Appleton Road (now discontinued) along the face of a stone wall in several courses totaling eight hundred six and 45/100 (806.45) feet to a drill hole at the intersection of two stone walls; thence bounded

SOUTHWESTERLY along the face of a stonewall three hundred twenty four and 58/100 (324.58) feet to a drill hole; thence further

SOUTHWESTERLY sixty eight and 57/00 (68.57) feet to a point; the last two distances being by other land of the Sisters of Notre Dame; thence bounded

NORTHWESTERLY by other land of the Sisters of Notre Dame in two courses totaling eight hundred ninety and 89/100 (890.89) feet to the point of beginning.

Parcel 3: Recorded Land

The land in Wenham, Essex County, being shown as Lot 2 on a plan entitled, "Plan of Land in Wenham, MA, Prepared for John A Gray", August 1, 2002 Prepared by Coastal Survey and recorded with said Deeds on September 16, 2002, in Plan Book 362, Page 18 and bounded and described as follows:

Beginning 598.38 feet south of the Essex County Bound located at the corner of grapevine Road and Essex Street, at a point on the stone wall representing the southernmost end of the eastern (Essex Street) boundary of Lot 1, as shown on said plan; thence

WESTERLY (S85 00' 44"W) 356.54 to a point representing the southernmost point of the western boundary of Lot 1 on said plan; thence

SOUTHERLY (S27 20' 47"E) along the abandoned Appleton Road 188.72 feet to a drill hole set; thence

SOUTHERLY (S 26 09' 11"E) along the abandoned Appleton Road 99.98 feet to a drill hole set; thence

SOUTHEASTERLY (S52 14' 06"E) along the abandoned Appleton Road 23.63 feet to a drill hole set; thence

EASTERLY (N75 38' 01E) 116.6 feet to a point in the center of the bed of the Miles River through a drill hole set 110.6 feet from the point of departure; thence

SOUTHEASTERLY 111.3 feet along the center of the bed of the Miles River to a point where it crosses the property line of Lot 2, as shown on said plan; thence

NORTHERLY (N07 15' 13"E) along Essex Street 300.88 feet to a drill hole set; thence

NORTHERLY (N06 10' 30"E) along Essex Street 76.38 feet to the beginning.

The total comprising the area shown as Lot 2 on said plan and containing 1.779 acres, more or less according to said plan.

Parcel 4:

A certain parcel of land situated in Wenham, Essex County, Commonwealth of Massachusetts being shown as Lot 4U on plan entitled "Subdivision Plan of Land in Wenham, Mass." Being a subdivision of Lot 2 on Land Court Plan 13729-B, Scale 1" = 80' dated August 30, 2001 and recorded with said Deeds in Plan Book 356, Page 19.

Together with the benefit of an nonexclusive easement for pedestrian and vehicular access and egress and for the installation, maintenance, repair and/or replacement of utilities; provided that all utilities shall be placed underground and provided that vehicular access shall be limited to public safety and emergency vehicles and for vehicles and equipment necessary to service

buildings, utilities and equipment and grounds, all in accordance with the terms of an Easement Agreement recorded in Book 31321, Page 292 and filed as Document No. 530335.

For Mortgagor's title, see deed recorded with the Registry in Book 34693, Page 460, and registered with the Registry District as Document No. 569188.

In the event of any typographical errors in the publication of this notice, the description in the Mortgage shall control.

Said premises shall also be sold subject to and/or with the benefit of any and all other restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, attachments and existing encumbrances of record created prior to the Mortgage, if any there be, insofar as in force and applicable.

Said premises will also be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or rights of parties in possession now or at the time of said auction which are subject to said Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Terms of sale:

The highest bidder in the sale shall deposit a bank treasurer's check, or certified check in the amount of Four-Hundred Thousand Dollars (\$400,000.00) at the time and place of the sale as a non-refundable earnest money deposit towards the purchase price to be held at the option of the Mortgagee as liquidated damages for any default by the successful bidder. The highest bidder shall then be required to remit by federal wire transfer an additional non-refundable deposit to bring in an amount sufficient to make the total deposit equal to ten percent (10%) of the purchase price within seven (7) business days of the date of the public auction.

The balance of the purchase price shall be paid upon delivery of the deed within forty-five (45) days of the date of the public auction. Each successful bidder shall be required to sign a Memorandum of Sale at the public auction containing the terms herein and any additional terms set forth in the Memorandum of Sale or announced at the public auction.

In the event that any successful bidder at the public auction fails to perform in the time specified to purchase the applicable premises, the Mortgagee reserves the right, at its sole election, to sell such premises by foreclosure deed to the other qualified bidders, in descending order beginning with the next highest bidder, provided that in each case the next highest bidder delivers to Mortgagee the amount of the required deposit within three (3) business days after written notice of the default of the previous highest bidder and promptly executes a Memorandum of Sale providing for performance within thirty (30) days of execution. Mortgagee also reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder. The Mortgagee reserves the right to postpone this sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms to be announced at sale.

For inquiries concerning the auction, please contact Samantha Saperstein at ssaperstein@pesco.com.

Origen Wenham LLC
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