

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE
[Premises: 35 North Street, Canton, Massachusetts 02021]

By virtue and in execution of the Power of Sale contained in a certain Mortgage (Participation) (the "**Mortgage**") dated February 11, 2009, given by **35 North Street Realty LLC**, a Massachusetts limited liability company of 35 North Street, Canton, Massachusetts 02021 (the "**Mortgagor**") to Granite State Economic Development Corporation, such Mortgage having been recorded with the Norfolk County Registry of Deeds (the "**Registry**") on March 17, 2009 in Book 26454, Page 67 and filed with the Norfolk County Land Registration Office (the "**Land Registration Office**") on March 17, 2009 as Document Number 1,170,379 on Certificate of Title Number 177969, of which Mortgage the undersigned is the present holder by assignment from US Small Business Administration to 35 North Street Holding Company, LLC dated September 20, 2013 and recorded with the Registry on October 15, 2013 at Book 31823, Page 288 and filed with the Land Registration Office on October 15, 2013 as Document Number 1,295,434 on Certificate of Title Number 177969 (the "**Mortgagee**"), which Mortgage was assigned to US Small Business Administration by virtue of an assignment from Granite State Economic Development Corporation dated April 1, 2009 and recorded with the Registry on April 3, 2009 in Book 26511, Page 42 and filed with the Land Registration Office on April 3, 2009 as Document Number 1,171,665 on Certificate of Title Number 177969, for breach of the conditions of the Mortgage and for the purpose of foreclosing, the same will be sold at **Public Auction at 2:00 p.m. prevailing eastern time on the 22nd day of August, 2014 on the mortgaged premises described below**, such auction to be conducted by Paul E. Saperstein & Company, auctioneers, such property being known as and located at **35 North Street, Canton, Massachusetts 02021**, all and singularly the premises described in the Mortgage (the "**Premises**"), to wit:

The land, together with the buildings and improvements located thereon, situated at and known as 35 North Street, Canton, Norfolk County, Massachusetts more particularly bounded and described as follows:

Parcel I (being Lot 22 [Registered] and Lot 22A [Recorded])

Lot 22 (Registered)

Northeasterly by North Street, 30.00 feet; Southeasterly by Lot 23 as shown on a plan hereinafter referred to, 300.00 feet; Northeasterly by said Lot 23, 200.00 feet; Southeasterly by land now or formerly of Pine Street Realty Trust as shown on said plan, 304.78 feet; Southwesterly by land of owners unknown, 123.04 feet; Westerly by Lot 22A as shown on said Plan, 42.85; Northwesterly by said Lot 22A, 167.52 feet; Southwesterly by said Lot 22A, 85.73 feet; Northwesterly by Lot 20 as shown on said plan, 131.74 feet; Westerly by said Lot 20, 42.43 feet; Northwesterly by Lot 21 as shown on said plan, 300.00 feet. Said lot is shown as Lot 22 on Land Court Plan No. 6847N, filed with Certificate of Title No. 113256.

Lot 22A (Recorded)

A certain parcel of recorded land, shown as Lot 22A on a plan entitled "Plan of Land on Pine Street, Canton, Mass." Dated July 15, 1981, prepared by Neil J. Murphy, Registered Land Surveyor, and being bounded and described according to said plan as follows:

Northeasterly by land marked "N or F Pine Street Realty Trust" on said plan, 85.73 feet; Southeasterly by said Pine Street Realty Trust land, 167.52 feet; Easterly by said Pine Street Realty Trust land, 42.85 feet; Southwesterly by land marked "N or F Reliable Electronic Finishing Company, Inc.", 96.93 feet; and Northwesterly by Lot 1 as shown on said plan, 234.62 feet. Containing 15,892 square feet according to said plan.

Parcel II

Lot 24 (Registered)

Northeasterly by Lot 23 as shown on a plan hereinafter referred to, 25.00 feet; Southeasterly by Lot 25 as shown on said plan, 293.33 feet; Southwesterly by land marked "25' Utility Ease" and "L.C. #6847" as shown on said plan, 27.50 feet; and Northwesterly by Lot 22 as shown on said plan, 304.78 feet. Containing 7,476 square feet according to said plan. Said lot is shown as Lot 24 on Land Court Plan No. 6847-O, filed with Certificate of Title No. 113483.

Parcel III

The land in Canton, Norfolk County, Massachusetts, shown as Lot No. 25 on a plan entitled "Subdivision of Plan of Land in Canton" Neil J. Murphy, Surveyor, July 12, 1981 and as shown upon said Plan recorded with Norfolk County Registry District of the Land Court as Plan No. 6847-O and filed with filed with Certificate of Title No. 113483 in Registration Book 568, Page 83 and containing 20,712 square feet of land.

For title, see that Deed from 35 North Street, LLC to 35 North Street Realty LLC dated December 12, 2008 and recorded with the Registry in Book 26231, Page 26 and filed with the Land Registration Office as Document Number 1,165,668 on Certificate of Title Number 177969.

The Mortgagee reserves the right to postpone the Mortgagee's sale of the Premises to a later date by public proclamation at the time and date appointed for the auction and to further postpone at any adjourned auction date by public proclamation at the time and date appointed for the adjourned auction date.

The Premises are subject to a first mortgage dated December 30, 2008 given by 35 North Street Realty LLC to Middlesex Savings Bank in the original principal amount of \$1,350,000.00 and recorded at the Registry on December 30, 2008 in Book 26231, Page 31 and filed with the Land Registration Office on December 30, 2008 as Document Number 1,165,669 on Certificate of Title Number 177969, as affected by assignment from Middlesex Savings Bank to 35 North Street Holding Company, LLC dated August 8, 2013 and recorded at the Registry on September 23, 2013 in Book 31769, Page 280 and filed with the Land Registration Office on September 23, 2013 as Document Number 1,293,896 on Certificate of Title Number 177969.

The Premises together with any fixtures thereto will be sold and conveyed by foreclosure deed, subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, water, sewer and other municipal liens and other public taxes, assessments or liens, if any, having priority over the Mortgage described herein. There is also included in the above-described sale all equipment and fixtures situated on the above-described Premises to the extent the same are part of and are

fixtures to the realty. The Premises will also be sold subject to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances. The Premises and/or fixtures shall be sold on an AS IS, WHERE IS basis, WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WHATSOEVER.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the Premises according to the terms of this Notice of Sale, the terms announced at the auction and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee shall retain all deposits delivered in connection with the sale, with the defaulting bidder reimbursing the Mortgagee for all costs and losses in excess of the deposits delivered. The Mortgagee further reserves the right to sell the Premises by foreclosure deed to the next highest bidder provided that such next highest bidder shall deposit with Mortgagee's attorneys, Madoff & Khoury LLP, 124 Washington Street, Suite 202, Foxborough, Massachusetts 02035, 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 and title shall be conveyed to said next highest bidder within thirty (30) days of said written notice.

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

TERMS OF SALE: Ten Thousand Dollars (\$10,000.00) will be required to be paid in cash or by certified check at the time and place of sale as earnest money, such deposits to be delivered prior to the commencement of the auction to the auctioneer by all bidders to qualify. The balance is to be paid in cash or by certified check within thirty (30) days of the date of the sale, whereupon a foreclosure deed to the Premises shall be delivered from the Mortgagee to the purchaser.

Other terms, if any, to be announced at sale.

**35 NORTH STREET HOLDING
COMPANY, LLC,**
present holder of said Mortgage,

By its attorneys,
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