MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE AND SECURED PARTY NOTIFICATION OF DISPOSITION OF PERSONAL PROPERTY

By virtue and in execution of the Power of Sale contained in that certain Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing granted by 1717 Hyde Park Ave LLC, a Massachusetts Limited Liability Company, (the "**Mortgagor**") [also known as 1717 Hyde Park Avenue LLC, a Massachusetts Limited Liability Company, *sic*] to Northern Bank & Trust Company, a Massachusetts trust company (the "**Mortgagee**"), dated as of July 29, 2021 and recorded with the Suffolk County Registry of Deeds at Book 65985, Page 211 (the "**Mortgage**"), of which the undersigned is the present holder, and pursuant to the security interests and rights granted by the Mortgagor to the Mortgagee, for breach and default of the conditions of the Mortgage, and for the purpose of foreclosing the same, the Mortgagee will offer all of the real property described in said Mortgage located in Boston (Hyde Park), Suffolk County, Massachusetts, further described on **Exhibit A** annexed hereto and specifically incorporated herein by reference (the "**Real Property**") and, pursuant to a secured party public sale under Article 9 of the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, together with and not separately from the Real Property, all of the personal property assets of the Mortgagor in which the Mortgagee has been granted a security interest and as further described on **Exhibit B** (the "**Personal Property**"; and together with the Real Property, collectively, the "**Mortgaged Property**"), for sale together at public auction on **Wednesday, August 16, 2023, at 11:00 A.M.** The sale of the Mortgaged Property described above will be referred to hereinafter as (the "**Sale**"). The Sale shall be held on the Real Property, being all and singular the premises described in said Mortgage, commonly known and numbered as 1717 (a/k/a 1725), Hyde Park Avenue, Boston (Hyde Park), Suffolk County, Massachusetts.

TERMS OF SALE. An initial deposit of **FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00)** shall be required to be paid by the highest bidder to the Mortgagee for the Mortgaged Property (the "**Initial Deposit**"). The Initial Deposit shall be made by certified check or bank cashier's check (cash will **NOT** be accepted) at the time and place of the Sale as a non-refundable deposit. The Initial Deposit shall be increased by an amount which, when added to the amount of the Initial Deposit, will equal to ten percent (10%) of the highest bid for the Mortgaged Property at the Sale (such increased amount being referred to as the "**Additional Deposit**"), and which amount of the Additional Deposit is required to be paid to the Mortgagee by federal funds wire transfer of immediately available funds within ten (10) business days after the date of the Sale. The Initial Deposit and the Additional Deposit, as applicable, shall be at all times non-refundable. The balance of the amount of the highest bid for the Mortgaged Property is to be paid to the Mortgagee by federal funds wire transfer of immediately available funds in or within thirty (30) calendar days after the date of the Sale, **WITH TIME BEING OF THE ESSENCE**. The highest bidder shall be required to execute a sales agreement at the Sale containing the terms set forth herein and any additional terms set forth in the sales agreement or announced at the Sale.

The Mortgaged Property is to be sold together with, subject to, and with the benefit of, all easements, restrictions, covenants, orders of condition, building and zoning laws, unpaid taxes, tax titles, water bills, environmental liens or restrictions, municipal liens and assessments, unpaid condominium fees pursuant to Massachusetts General Laws Chapter 183A, as amended, the

rights of tenants and parties in possession, existing encumbrances, any and all assessments, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the Mortgage and the Mortgagee's security interest in the Personal Property, if any there be. The Mortgaged Property is also sold subject to the right of redemption of the United States of America, if any there be.

The Mortgagee may, at its option, either sell the Mortgaged Property to the second highest bidder at the Sale or assume the highest bid should the highest bidder fail to fulfill the highest bidder's obligations under the sales agreement executed at the Sale, provided that the Mortgagee in its discretion may require the second highest bidder to (i) within ten (10) business days after written notice to the second highest bidder of the default of the highest bidder, execute a sales agreement and simultaneously pay a deposit to the Mortgagee equal to ten percent (10%) of the second highest bid as a non-refundable deposit, and (ii) within thirty (30) days of said written notice, pay the balance of the second highest bid for the Mortgaged Property to the Mortgagee by federal funds wire transfer of immediately available funds, **WITH TIME BEING OF THE ESSENCE**. In the event that the highest bidder defaults under the sales agreement executed at the Sale, and the Mortgagee sells the Mortgaged Property 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 the sales agreement. No such assumption of the highest or second highest bid or sale of the Mortgaged Property by the Mortgagee to such second highest bidder shall relieve the highest or second highest bidder, as applicable, from its obligations under their respective sales agreements nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or second highest bidder at the Sale.

In the event of any typographical errors in the publication of the legal description of the Real Property in this Notice of Sale, the legal description contained in the Mortgage shall control.

THE SALE OF THE MORTGAGED PROPERTY WILL BE OFFERED AND SOLD "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS", LATENT OR PATENT, AND SUBJECT TO ALL PRIOR ENCUMBRANCES, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED, OR IMPOSED BY LAW. The transfer of the Mortgaged Property will be made and accepted by the highest bidder without any other expressed or implied representations or warranties whatsoever, including, but not limited to, representations regarding acreage, description of the Mortgaged Property, uses, rent rolls, leases, outstanding taxes, liens and encumbrances, title and/or title matters, availability of any utilities, building permits, occupancy, compliance with Title 5 of the State Environmental Code, state and city requirements regarding smoke detection equipment, lead paint regulations, any matter relating to any structure on the Real Property, or any other matter. The highest bidder shall be deemed to have expressly acknowledged by participation in the Sale that any warranty or representation, other than those contained herein, are without authority and that the highest bidder has duly inspected the Mortgaged Property, the title thereto, the occupancy thereof, and all other matters in connection with the Sale by itself and by its own experts, including counsel, as the highest bidder has elected to consult. To the extent that the Mortgaged Property and the transfer hereunder include the Personal Property, then all such items shall be conveyed "AS-IS", "WHERE-IS", and "WITH ALL FAULTS" AND SUCH SECURED PARTY'S SALE IS MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY AND WITHOUT ANY

WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WITHOUT ANY WARRANTY RELATING TO TITLE, POSSESSION, OR QUIET ENJOYMENT.

From and after the conclusion of the Sale, all risk of loss or damage to the Mortgaged Property shall pass to, and be borne by, the highest bidder.

The Mortgagee reserves the right to credit bid at the Sale, to advance its bid at the Sale, and to pause and/or postpone the Sale by auctioneer's public proclamation. 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.

OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE SALE.

NORTHERN BANK & TRUST COMPANY, a Massachusetts trust company,
Present holder of the Mortgage

By Its Attorneys,

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EXHIBIT A
(Real Property)
Legal Description

A certain parcel of land situated on the northwesterly side of Hyde Park Avenue in Boston, Suffolk County, Massachusetts, shown on a plan entitled "Plan of Land in Boston, Suffolk Co., Mass", dated August 20, 1987, by Land Surveys Incorporated, recorded in Book 14016, Page 143, said parcel being bounded and described according to said plan as follows:

SOUTHEASTERLY: by Hyde Park Avenue, by two lines, one hundred sixty-one and 04/100 (161.04) feet and three hundred four and 01/100 (304.01) feet;

SOUTHERLY: by a curved line forming the junction of Hyde Park Avenue and Milton Street, ninety-nine and 03/100 (99.03) feet;

SOUTHWESTERLY: by Milton Street, one hundred twenty and 46/100 (120.46) feet;

NORTHWESTERLY: by land now or formerly of Boston and Providence Railroad Corp, by two lines, three hundred thirty-one and 78/100 (331.78) feet and one hundred sixty-four and 58/100 (164.58) feet; and

NORTHEASTERLY: by Lot C by the center line of an 8" concrete block wall and 12" brick wall as shown on said plan, two hundred sixty-eight and 90/100 (268.90) feet.

Containing 119,034 square feet or 2.7327 acres of land according to said plan.

The above described parcel has the benefit of the following matters to the extent the same are in force and applicable:

1. Reciprocal railroad sidetrack easement set forth in a deed from Draper Corporation to Low Supply Company, dated May 31, 1934, recorded in Book 5457, Page 341.

2. Basement for underground cables and appurtenances and easement for wing wall and bridge abutment reserved in a deed from Charles W. Mulcahy, as Trustee of Boston and Providence Railroad Corporation, to The Lynn Corporation, dated October 8, 1959, recorded in Book 7432, Page 173.

3. Reciprocal railroad siding easement and switchroom, fire exit and sewer pipe easement set forth in a deed from The Lynn Corporation to Robert Gustin and Fred Gustin, dated July 27, 1966, recorded in Book 8057, Page 408.

Being the same premises conveyed to 1717 Hyde Park Ave LLC [*sic*] by Quitclaim Deed of Bob Worth, Paul Snover and Lydia Snover, Trustees of 1717 Hyde Park Avenue Trust, dated March 23, 2016 [*sic*, May 19, 1988], recorded in the Suffolk County Registry of Deeds in Book 55894, Page 24.

EXHIBIT B

Personal Property Description

(A) All fixtures and personal property of the Mortgagor of every kind and nature, including, without limitation, all accounts (including health-care-insurance receivables), goods (including inventory, equipment and any accessions thereto), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, insurance claims and proceeds thereof, securities and all other investment property, general intangibles (including all payment intangibles), money, deposit accounts, and any other contract rights or rights to the payment of money, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics and, without limiting the generality of the foregoing, including all "*Personal Property*" (including, but not limited to, all "*Fixtures and Equipment*") (as such quoted terms are defined and otherwise described in the Mortgage); and (B) all Proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Mortgagor from time to time with respect to any of the foregoing. This description covers, and is intended to cover, all personal property of the Mortgagor. Except as expressly indicated above, any term used in this description which is defined in Article 9 of the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts has the meaning to be ascribed thereto with respect to any particular item of property, including as further described in the UCC-1 financing statement filed with the Office of the Secretary of State of the Commonwealth of Massachusetts with respect to the Mortgagor, as "Debtor", and the Mortgagee, as "Secured Party".