

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Mortgage, Assignment of Leases and Rents, Fixture Filing, and Security Agreement given by 445 High Holyoke MA, LLC (the "Mortgagor") to Aloha Capital, LLC, dated April 11, 2023 and recorded with the Hampden County Registry of Deeds (the "Registry") at 24973, Page 410, as assigned to Reigo Securitization Sponsor 2021-1, LLC dated September 9, 2024 and recorded in Book 25566, Page 154, 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 12:00 PM on the 15th day of October, 2024 at 445-447 High Street, Holyoke, Massachusetts, being more particularly in said mortgage, to wit:

Parcel 1

Certain parcel of land with the buildings thereon, situated in said Holyoke, bounded and described as follows, viz

BEGINNING at a point of intersection of the westerly side of High Street with the northerly side of Essex Street and thence running

NORTHEASTERLY on said High Street Twenty-Eight (28) feet and one (1) inch; thence

NORTHWESTERLY at a right angle to said High Street ninety-seven (97) feet to the center line of an alley or common passageway (which passageway is fourteen wide); thence

SOUTHWESTERLY on said center line of said alley and parallel with said High Street Twenty-Eight (28) feet and one (1) inch to said Essex Street; thence

SOUTHEASTERLY on said Essex Street ninety-seven (97) feet to the place of BEGINNING. Containing 2,724 1/12 square feet more or less.

PARCEL 2:

The land in Holyoke, Hampden County, Massachusetts, with the buildings thereon, bounded and described as follows:

BEGINNING at the point of intersection of the westerly side of High Street with the southerly side of Essex Street and thence running

SOUTHWESTERLY on said High Street twenty-nine (29) feet and eight (8) inches; thence

NORTHWESTERLY at right angles with said High Street ninety-seven (97) feet to, the center line of an alley or common passageway (which passageway is fourteen (14) feet wide); thence

NORTHEASTERLY on said center line of said alley and parallel with said High Street twenty-nine feet and eight (8) inches to said Essex Street thence

SOUTHEASTERLY on said Essex Street ninety-seven (97) feet to the place of beginning.

Parcel ID: 0011-8-000001

For mortgagor's title see deed recorded in the Hampden County Registry of Deeds in Book 24895, Page 181.

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 Twenty Thousand Dollars (\$20,000.00) 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 five (5) business days of the date of the public auction.

The balance of the purchase price shall be paid upon delivery of the deed within thirty (30) 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.

Reigo Securitization Sponsor 2021-1, LLC,
present holder of the Mortgage,

By its attorney,
Lauren A. Solar, Esq.
Hackett Feinberg P.C.
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