

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given Norwell Holdings, LLC, a Limited Liability Company organized under the laws of the Commonwealth of Massachusetts to Mandalay Income Fund I REIT, LLC formerly known as Mandalay Income Fund I SPE I, LLC, a Delaware Limited Liability Company, said mortgage being dated April 28, 2022 and recorded with the Plymouth County Registry of Deeds in Book 56762, Page 314, 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 1:00 P.M. on the 6<sup>th</sup> day of December, 2024 upon the mortgaged premises located at 133 Washington Street and 137 Washington Street, Norwell, Plymouth County, Massachusetts also known as: 133, 137 and 141 Washington Street, Norwell, Plymouth County, Massachusetts, all and singular being the premises described in said mortgage, to wit:

A certain parcel of land, together with the buildings thereon, shown as a plan entitled "Compiled Plan of Land on Washington Street, Norwell-Sept. 29, 1961-Scale 1"=40'-Loring H. Jacobs, Registered Land Surveyor, Norwell, Mass.," said parcel of land contains approximately 1.18 acres, and is bounded and described as follows according to said plan which is recorded in Book 4036, Page 733 as Plan No. 901 of 1974.

NORTHEASTERLY by land now or formerly of Mass. Equipment & Supply Corp., two hundred forty-five (245.00) feet, more or less; SOUTHEASTERLY by land now or formerly of Ernest W. and Anna M. Carey, three hundred five (305.00) feet more or less;

SOUTHWESTERLY by Washington Street, ninety-six (96.00) feet, more or less;

NORTHWESTERLY by land now or formerly of William S. Singleton, one hundred twenty-five (125.00) feet, more or less; again SOUTHWESTERLY by land of said Singleton, one hundred thirty-eight (138.00) feet, more or less; and again NORTHWESTERLY by land now or formerly of Leo Rosa and land of Mass. Equipment & Supply Corp., one hundred forty-two (142.00) feet more or less.

**Also**, a certain parcel of land with the buildings thereon, situated on Washington Street, Norwell, Plymouth County, Massachusetts, containing one-half acre, more or less, bounded and described as follows:

NORTHERLY on or by land, now or formerly of Benjamin B. Poole;

EASTERLY on or by land, now or formerly of William Prouty, Sr.;

SOUTHEASTERLY on or by land, now or formerly of William Prouty, Sr.;

WESTERLY on or by said Washington Street.

Subject to and together with the benefit of all easements, rights, restrictions and covenants of record, insofar as the same are in force and applicable.

For Mortgagor's Title see deed recorded with the Plymouth County Registry of Deeds in Book 56762, Page 311.

Said premises are to be sold and conveyed subject to and with the benefit of all mortgages, restrictions, easements, improvements, outstanding tax titles, municipal or other public taxes, assessments, federal and state tax liens, other liens and existing encumbrances of record created prior to the mortgage, if there be any, outstanding water and/or sewer charges, to covenants, rights, reservations, conditions and/or other enforceable encumbrances of record created prior to the mortgage, to all tenancies and/or rights of parties in possession, and to rights or claims in personal property installed by tenants, former tenants, or others now located upon the premises, and to rights or claims of others now located upon the premises, if any of the aforesaid there be.

Said premises will also be sold subject to all laws and ordinances, including but not limited to zoning, applicable Massachusetts or local building and/or sanitary codes, and statutory requirements with respect to smoke detectors, lead paint, and rent control, as the same may be applicable. No representations express or implied, are made with respect to any matter concerning the mortgaged premises, which shall be sold "as is".

Together with all of Borrower's right, title, and interest in, to, and under the Personalty and Fixtures, attached to, installed on or in the Land or the Improvements, or that in some fashion are deemed to be fixtures to the Land or Improvements under the laws of the state where the Mortgaged Property is located, including the Uniform Commercial Code; Any and all

buildings, structures, improvements, fixtures, and appurtenances on the Mortgaged Property, including, without limitation, all apparatus and equipment, whether or not physically affixed to the land or any building, which is used to provide or supply air cooling, air conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dish washing, garbage disposal, or other services; and all elevators, escalators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, partitions, ducts, compressors, plumbing, ovens, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtain, curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, pools, spas, pool and spa operation and maintenance equipment and apparatus, and trees and plants located on the grounds of the Mortgaged Property.

**TERMS OF SALE:**

Seventy Five Thousand and No/100 (\$75,000.00) Dollars in cash or certified or bank treasurer's or cashier's check at the time and place of the sale by the purchaser and the balance of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale and shall be deposited in escrow with Jack J. Mikels, Esq., Jack Mikels & Associates, LLP, 1 Batterymarch Park, Suite 309, Quincy, MA 02169. The deed shall be delivered within thirty (30) days of receipt of the balance of the purchase price, said receipt being the only condition of escrow. The successful bidder shall be required to sign a Memorandum of Sale containing the above terms at Auction Sale. In the event of a typographical error or omission contained in this publication, the description of the premises set forth and contained in said Mortgage shall control.

**OTHER TERMS TO BE ANNOUNCED AT THE SALE.**

Mandalay Income Fund I REIT, LLC  
formerly known as Mandalay Income Fund I  
SPE I, LLC  
By its Attorney-In-Fact  
Jack J. Mikels  
Jack Mikels & Associates, LLP  
1 Batterymarch Park, Suite 309  
Quincy, MA 02169  
(617) 472-5600

Paul E. Saperstein Company, Inc.  
144 Centre Street  
Holbrook, MA 02343  
(617) 227-6553  
Auctioneer