

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage and Security Agreement (the "Mortgage") given by **CELEST INVESTMENTS LLC**, a Massachusetts limited liability company, to **READING COOPERATIVE BANK**, a Massachusetts savings bank, dated November 3, 2022, recorded with the Essex County (Northern District) Registry of Deeds in Book 17615, Page 228, (the "**Mortgage**") of which Mortgage the undersigned is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, there will be sold at Public Auction at 11:00 a.m. on the 11<sup>th</sup> day of July, 2025, at 20-22 Highgate Street, Lawrence, Massachusetts, 16-18 Highgate Street, Lawrence, Massachusetts, and 12-14 Highgate Street, Lawrence, Massachusetts at the times set forth below, (the "**Property or the 'Mortgaged Property'**") all and singular the premises described in the Mortgage,

To wit:

A certain parcel of land with the buildings thereon, now known as 59 Bellevue Street, Lawrence, Essex County, Massachusetts, comprising of 33,123 square feet of land more or less and shown on plan of and entitled: Plan of Land, location 59 Bellevue Street, Lawrence, MA, prepared for owners Alfonso Garcia, Patricia Valley, prepared by Frank S. Giles Land Consulting, 73 Fern Street, Lawrence, MA 01841, dated March 15, 2011, Scale: 1" = 20', which plan is recorded in the Essex North Registry of Deeds as Plan No. 16426, to which plan reference is made for a more particular description of said land.

For tile reference see deed recorded herewith.

The Mortgaged Property is also known as (i) 20-22 Highgate Street, Lawrence, Massachusetts shown as Map 210 Lot 7-1 ("Lot 7-1") on Plan of Land Location 59 Bellevue Street, Lawrence, MA dated June 27, 2017 on Plan No. 18323 recorded with the Essex County (Northern District) Registry of Deed (the "Plan"), (ii) 16-18 Highgate Street, Lawrence, Massachusetts shown as Map 210 Lot 7 ("Lot 7") on the Plan, and (iii) 12-14 Highgate Street, Lawrence, Massachusetts shown as Map 210 Lot 7-2 ("Lot 7-2") on the Plan, (together Lot 7-1, Lot 7, and Lot 7-2 shall be referred to herein as the "Lots").

The Mortgaged Properties will be sold subject to and with the benefit of all restrictions, easements, covenants, orders of condition, improvements, outstanding tax titles, municipal or other public taxes, assessments, betterments, water bills, environmental liens or restrictions, liens or claims in the nature of liens, now existing or hereafter arising, the rights of tenants and parties in possession and existing encumbrances of record, created prior to the Mortgage or to which the Mortgage has or shall have been subordinated of record.

THE MORTGAGE PROPERTY WILL FIRST BE OFFERED FOR SALE AS SEPARATE LOTS AT THE AUCTION SITE IN THE FOLLOWING ORDER AND AT THE TIMES STATED:

1. Lot 7-1 as described above will be sold at Public Auction at 20-22 Highgate Street, Lawrence, Massachusetts at 11:00 a.m. on July 11, 2025.
2. Lot 7 as described above will be sold at Public Auction immediately thereafter at 16-18 Highgate Street, Lawrence, Massachusetts on July 11, 2025.
3. Lot 7-2 as described above will be sold at Public Auction immediately thereafter at 12-14 Highgate Street, Lawrence, Massachusetts on July 11, 2025.
4. After all of the above Lots have been offered for sale individually in the order set forth hereinabove, the undersigned will then offer for sale the entire Mortgaged Property consisting of all of the Lots collectively, as one single sale at Public Auction at the Mortgaged Property on July 11, 2025.

If the highest bid for all of the Lots on the aforesaid single sale shall exceed the cumulative total of the highest bids at which the individual Lots were sold at the earlier sales, then the individual sales shall be voided and any and all deposits paid therefor returned to the highest bidders and the Lots shall instead be sold to the highest bidder for the entire Mortgaged Property as a single sale. If the highest bid for all of the Lots on said single sale shall not exceed the cumulative total of the highest bids for the same as separate Lots, then all Lots will be sold to the highest bidders at the aforesaid earlier sales as separate Lots.

Terms of Sale:

1. Bidding on individual Lots: A deposit of \$50,000.00 paid by certified check or bank cashier's check will be required at the time and place of sale for each industrial Lot.
2. Bidding on Entire Premises: A deposit of \$150,000.00 paid by certified check or bank cashier's check will be required at the time and place of sale; however, no bidder who bids on the entire premises who has already paid deposits when bidding on individual Lots shall be required to furnish deposits for any and all bidding totaling in excess of \$150,000.00

The balance of the purchase price shall be required to be paid by certified or bank check within forty-five (45) days of the sale date at the offices of Pierce Atwood LLP, 100 Summer Street, Boston, Massachusetts 02110.

In the event of any typographical errors in the publication of the legal description of the Mortgaged 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, state and city requirements regarding smoke detection equipment, lead paint regulations, any matter relating to any structure on the Mortgaged 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.

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

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.

The undersigned holder of the Mortgage reserves the right to reject any and all bids for the Mortgaged Property and to continue the foreclosure sale from time to time to such subsequent date or dates as such holder may deem necessary or appropriate. The description of the premises contained in said Mortgage shall control in the event of an error in this publication.

**READING COOPERATIVE BANK**

Present holder of said mortgage  
By its Attorney  
Bruce Miller, Esquire  
Pierce Atwood LLP  
100 Summer Street  
Boston, MA 02110  
617-488-8116

Dated: June 2, 2025