

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage dated December 22, 2021 given by Richard S. Dubin as Trustee of the 55 King Point Way Realty Trust u/d/t dated September 30, 2020 and recorded with the Dukes County Registry of the Land Court as documents No: 91563 on Certificate to Title No: 14905 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 on October 27, 2025 at 55 King Point Way, Edgartown, MA**, all and singular the premises described in said Mortgage, to wit:

The land with the buildings thereon in Edgartown, Dukes County, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

Being Lot No. 59 as shown on a certain plan of land entitled "Plan of Land" in Edgartown, Mass. Being a subdivision of Lot 31, L.C.P. 13419-Y Schofield, Barbini & Hoehn, Inc. Registered Civil Engineers & Land Surveyors P.O. Box 339, 97 State Road, Vineyard Haven, MA 02568 Tel: (508) 693-2781 Fax: (508) 693-6055 Owner: Tobey A. Schneider, Cert. 4586 (a/k/a Toby Amour)" filed in the Dukes County Registry District of the Land Court as L.C.P. No. 13419-9 (the "Plan") Said Lot No. 59 consists of 4.19 acres, more or less, according to said Plan.

The premises are conveyed subject to and with the benefit of all easements, restrictions and rights of way of record, and subject to and with the benefit of the following:

1. The terms, provisions, restrictions and conditions as set forth in a deed dated October 5, 1995 and registered in the Dukes County Registry District of the Land Court as Document No. 36918 to the extent in force and applicable.
2. The appurtenant perpetual right and easement to use the "Way" shown on the Plan for all purposes for which streets and ways may now or hereafter be used in the Town of Edgartown.

For title see deeded recorded at Dukes Registry of Deeds in Certificate of Title Number 14905.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or encumbrances of record existing and/or created prior to the mortgage and/or which are in force and are applicable, having a priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed and/or the Certificate of Title herein.

Said premises will be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or occupation by persons on the premises now and at the time of said auction, to the extent that any such tenancies or occupation may be subject to said Mortgage, to rights and claims of personal

property installed by tenants or former tenants now located on the premises having priority over said Mortgage and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Said auction sale may include all of the articles, fixtures and equipment now or hereafter situate on the premises or used or intended to be used therewith, as provided in the Mortgage.

In the event of a discrepancy between this notice and the Mortgage as to the description of the real estate, the Mortgage will control.

TERMS OF SALE

Said premises will be sold subject to any and all senior liens, unpaid taxes and assessments , tax titles, tax sales , other municipal liens and water and sewer liens and State and County and land bank transfer fees , if any there are, and a deposit of FIFTY THOUSAND DOLLARS AND 00 CENTS (\$50,000.00) by certified check or bank check will be required to be delivered by the purchaser at the time and place of sale. Memorandum of sale to be executed to include 5% deposit within 7 business days of sale. The balance of the purchase price is to be paid by wire transfer, certified check, or bank check at the offices of Frederick C. Grosser & Associates, 3180 Main Street, P.O Box 5, Barnstable, MA 02630 within thirty (30) calendar days from the date of sale. Foreclosure Deed will be provided to purchaser for recording upon receipt in full of the purchase price.

Mortgagee reserves the right to reject any and all bids. Further, mortgagee reserves the right to sell to next-higher bidder(s) should the highest bidder default under the Memorandum of Sale or otherwise.

The successful bidder(s) of the premises, immediately upon conclusion of the bidding, shall in addition to posting the deposit as aforesaid be required to sign a Memorandum of Sale including the above terms of the auction sale. The Memorandum of Sale shall provide that the deposit paid at the time of the sale shall be forfeited if the purchaser(s) does not comply strictly with the terms of the Memorandum of Sale. The purchaser(s) will be responsible for the payment of state documentary stamps and any and all fees, including recording fees, associated with the transfer of title.

Other terms, if any, to be announced at sale and/or included in the Memorandum of Sale.

Martha's Vineyard Bank, holder of said mortgage; By its Attorneys: Frederick C. Grosser & Associates, 3180 Main Street, P.O. Box 5, Barnstable, MA 02630.