

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Construction Mortgage granted by 1466 Main St LLC, a Massachusetts limited liability company (the “**Mortgagor**”) to Enterprise Bank and Trust Company dated as of November 2, 2023, and filed with the Essex South Registry District of the Land Court as Document No. 647794, as amended by that certain Modification Agreement dated February 27, 2024 and filed with the Essex South Registry District of the Land Court as Document No. 650228, both as noted on Certificate of Title No. 97050 (collectively, the “**Mortgage**”), which Mortgage is now held by Rockland Trust Company, as successor by merger to Enterprise Bank and Trust Company (the “**Mortgagee**”) encumbering the property described in the Mortgage located in Lynnfield, Essex County, Massachusetts, further described on **Exhibit A** annexed hereto and specifically incorporated herein by reference (the “**Mortgaged Property**”), of which the undersigned is the present holder, 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 Mortgaged Property for sale at public auction on **Friday, November 21, 2025 at 12:00 NOON**. The sale of the Mortgaged Property described above will be referred to hereinafter as the “**Sale**.” The Sale shall be held on the Mortgaged Property, being all and singular the premises described in said Mortgage, commonly known and numbered as 1466 Main Street, Lynnfield, Massachusetts 01940.

TERMS OF SALE. A non-refundable deposit of **TWENTY-FIVE THOUSAND 00/100 DOLLARS (\$25,000.00)** (the “**Deposit**”) shall be required to be paid by the highest bidder to the Mortgagee for the Mortgaged Property. Such 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. The Deposit 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, 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 of Twenty-Five Thousand 00/100 Dollars (\$25,000.00) 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 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, 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 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.

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.

ROCKLAND TRUST COMPANY,
Present holder of the Mortgage

By Its Attorneys,

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EXHIBIT A
(Real Property)
Property Description

That certain parcel of land with the buildings thereon situated at 1466 Main Street, Lynnfield, Essex County, Massachusetts, being LOT 22 SHOWN ON PLAN NUMBERED 25736-H FILED WITH CERTIFICATE OF TITLE #94378.

The above described land is determined by the Court to be located as shown upon plan numbered 25736-H, drawn by Hayes Engineering, Inc., Surveyors dated November 11, 2020, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 94378 in said Registry (the "Plan"), and the above described land is shown as LOT 22 on above said Plan.

The Premises are conveyed with the benefit of and subject to the conditions, restrictions, rights and easements of record, including the following rights and easements of record:

All easements affecting the premises hereby conveyed as shown on said Plan including, without limitation, a proposed Drainage & Utility Easement as shown on said PLAN NUMBERED 25736-H.

Lots 11 & 14 are subject to a Proposed Drainage Easement as shown on plans 25736-E and 25736-F, filed with Certificate of Title 91206 in said Registry.

The Grant of Drainage Easement dated September 15, 2023 and filed as Document #647324 with the Essex South District of the Land Court.

Declaration of Restrictions dated July 24, 2023 and filed as Document #645757 with the Essex South District of the Land Court.

Subject to the right granted in Deed filed in said Registry as Document #625999 (Certificate 94672) for the benefit of Lot 23 on Land Court 25736-H to use the Landscape Easement as shown on the on the sketch (attached to said Document #62599) entitled "Exhibit Lots 22, 23, & 24 Land Court 25736-H" as "Landscape Easement A=2398 S.F." for purposes of using the same for landscaping, including the right to grade, loam, seed and install ornamental plantings within said Landscape Easement; as affected by Easement Agreement dated December 26, 2022 and filed as Document #645376 with the Essex South District of the Land Court.

For title see deed recorded herewith.