

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by Freeborn LLC, a Limited Liability Company organized under the laws of the Commonwealth of Massachusetts to Cambridge Trust Company, a banking institution duly organized under the laws of the Commonwealth of Massachusetts, said mortgage being dated July 29, 2022 and recorded with the Franklin County Registry of Deeds in Book 8042, Page 186, 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 11:00 A.M. on the 29<sup>th</sup> day of January, 2026 upon the mortgaged premises located at 450 West River Street, Orange, Franklin County, Massachusetts, all and singular being the premises described in said mortgage, to wit:

That certain parcel of land along with the improvements thereon, located in the Town of Orange, Franklin County, Massachusetts, more particularly described by metes and bounds as follows:

Beginning at the southeasterly corner thereof at a gun barrel set in the northerly line of the 1957 town layout, Section 2, of West River Street, said gun barrel being also at the southwesterly corner of land now or formerly of Stanley W. and Charlotte B. Cleveland, described in deed recorded in Franklin County Registry of Deeds in Book 1078, Page 443; and running Thence North 88° 16' 01" West, a distance of 608.82 feet with the northerly line of West River Street to a point 5.37 feet westerly of a stone bound and at a corner of land now or formerly of Margaret C. Magee, described in deed recorded in Book 1268, Page 493, and shown as Parcel "D" on plan recorded in Plan Book 47, Page 31; and running Thence North 0° 04' 13" East, a distance of 575 feet more or less, with said Magee land crossing and re-crossing North Pond Brook to a point in the northeasterly bank thereof; and running Thence Northwesterly and northeasterly a distance of 406.5 feet, more or less, with the bank of North Pond Brook and the bank of the Millers River to a point at land formerly of Tomasino and Eileen D. Capolongo described in deed recorded Book 1465, Page 177; and running Thence South 34° 27' 50" East, a distance of 189 feet, more or less, to a point; and running Thence South 41° 57' 50" East a

distance of 235 feet, more or less, to a point; and running Thence South 57° 27' 50" East, a distance of 76 feet, more or less, to a point; and running Thence South 70° 27' 50" East, a distance of 192.17 feet, more or less, to a gun barrel, the previous four courses being with said land formerly of Capolongo; and running Thence South 8° 02' 10" West, a distance of 160.00 feet to a gun barrel; and running Thence South 10° 27' 50" East, a distance of 115.00 feet to a gun barrel; and running Thence South 18° 57' 50" East, a distance of 120.00 feet to a gun barrel at corner of land now or formerly of Christopher E. and R. Francine Stenger Ryan and Anthony L. and Mary-Ann S. Palmieri, described in a deed recorded in Book 1379, Page 191, the previous three courses being with said land formerly of Capolongo; and running Thence South 30° 02' 10" West, a distance of 280.00 feet, partly with said Ryan and Palmieri land and partly with the aforementioned Cleveland land to a point; and running Thence South 42° 32' 10" West, a distance of 25.00 feet with said Cleveland land to the point of beginning, containing an estimated area of 13.62 acres of land, more or less, and being shown on "ALTA/ACSM Land Title Survey in Orange, Massachusetts prepared for The Kontro Company, Inc.", 1"=60', 18 March 1994, by Berry Engineering, Inc., said Plan recorded herewith in Plan Book 93, Page 18 at Franklin County Registry of Deeds.

The Property is conveyed together with and subject to the common boundary line between the within described land of the Grantor and the land of the easterly abutter, Bruce D. and Joyce A. Wilson ("Wilson"), which is identified as the "New Boundary Line" as set forth on a plan of land entitled "Land in Orange, Mass., Owned by Bruce D. & Joyce A. Wilson", Scale 1"=100', Dated December 13, 2021, by Gary D. Lanpher, Jr., and recorded in the Franklin County Registry of Deeds Plan Book 150, Page 88, and the Boundary Line Agreement between the Grantor and Wilson dated May 20, 2022 and recorded in Franklin County Registry of Deeds Book 8003, Page 25.

For Mortgagor's Title see deed recorded with the Franklin County Registry of Deeds in Book 8042, Page 182.

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 easements, rights, privileges and appurtenances thereto belonging or pertaining, and all of the right, title and interest of the Mortgagor therein and in the streets and ways adjacent thereto, present or contingent, now existing or hereafter acquired, and all rights now or hereafter existing, belonging or pertaining thereto; the buildings and other structures and improvements now or hereafter upon the land, including all machinery, fixtures and equipment of every kind and nature whatsoever forming a part of said buildings or other structures, including all materials stored on the land for incorporation into the improvements, together with, (i) all goods, furniture and other items of personal property of the Mortgagor in which it has interest, now owned or hereafter acquired, that are located on or used in connection with the Mortgaged Property and any substitutions, replacements, accessions and proceeds of any of the foregoing, (ii) all of the rights and benefits of present or future leases and agreements relating to the Mortgaged Property, or the use or occupancy thereof, together with any extensions and renewals thereof (the "Leases"), and (iii) all contracts, permits and licenses respecting the use, operation or maintenance of the Mortgaged Property.

#### TERMS OF SALE:

Fifteen Thousand and No/100 (\$15,000.00) 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.

Eastern Bank, successor by merger to  
Cambridge Trust Company  
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