

## **MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain Mortgage, Security Agreement and Financing Statement given by Dole and Bailey, Inc., a Massachusetts Corporation, to Cambridge Savings Bank, a Massachusetts savings bank having offices located at 81 Wyman Street, Waltham Massachusetts dated August 30, 2012 and filed with the Middlesex County (Southern District) Registry District of the Land Court as Document No. 1612955 as noted on Certificate of Title No. 185508, as amended by that certain First Amendment of Mortgage, Security Agreement and Financing Statement dated June 26, 2014, and filed with said Registry District of the Land Court as Document No. 1675945; and by that certain Second Amendment of Mortgage, Security Agreement and Financing Statement dated November 21, 2016, and filed with said Registry District of the Land Court as Document No. 1763744; and by that certain Third Amendment of Mortgage, Security Agreement and Financing Statement dated December 20, 2017, and filed with said Registry District of the Land Court as Document No. 1777975; and by that certain Fourth Amendment of Mortgage, Security Agreement and Financing Statement dated September 30, 2018, and filed with said Registry District of the Land Court as Document No. 1802284; and by that certain Fifth Amendment of Mortgage, Security Agreement and Financing Statement dated February 20, 2024, and filed with said Registry District of the Land Court as Document No. 1953633, of which mortgage the undersigned, Cambridge Savings Bank, is the present holder, for breach of conditions contained in said Mortgage and for the purpose of foreclosing, the same will be sold at Public Auction upon the mortgaged premises located at 16 Conn Street, Woburn, Massachusetts at 1:00 o'clock P.M. on January 28, 2026, all and singular, the premises described in said mortgage, to wit:

That certain parcel of land in Woburn in the County of Middlesex and said Commonwealth, described as follows:

Northerly by Fowle Street, forty and 22/100 feet;  
Easterly, one hundred and twenty-five feet, and  
Northerly, sixty five and 69/100 feet, by land now or formerly of Francis D. Wall et al;  
Easterly by a way fifteen (15) feet wide as shown on plan hereinafter mentioned, seven and 27/100 feet;  
Northerly by the end of said way and by land now or formerly of Robert Galante et ux, one hundred sixteen and 54/100 feet;  
Easterly by land now or formerly of the Boston and Maine Railroad, five hundred seventy-four and 25/100 feet;  
Southerly by Conn Street, two hundred twenty-four and 30/100 feet;  
Westerly, two hundred seven and 63/100 feet; and  
Northerly, twenty-seven and 23/100 feet, by John Street;  
Westerly by the end of John Street, forty feet, and by land now or formerly of Alice R. McHugh et al, one hundred feet;  
Southerly by said Alice R. McHugh et al land, sixty-three feet;  
Westerly by lands now or formerly of Joseph Danizio et al and of Koufman Construction Company, three hundred thirty-three and 93/100 feet;  
Northerly, seventy-five feet, and  
Westerly, one hundred and twenty-five feet, by land now or formerly of Edward F. Gill et al.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the Suffolk Registry District of Middlesex County in Registration Book 653, page 76, with Certificate 104626, (Plan No. 28650A).

There is also included in the sale all equipment and fixtures situated on the above described premises to the extent the same are part of the realty.

Said premises will be conveyed subject to and/or with the benefit of any and all restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, and existing encumbrances of record created prior to the mortgage, if any there be.

Said premises will also be subject to any 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 which tenancies or occupation are subject to said mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and also to all laws and ordinances including, but not limited to, all building and zoning laws and ordinances. Said premises will also be subject to any and all Title 5 standard requirements.

#### TERMS OF SALE:

The highest bidder shall be required to deposit a certified check in the amount of Seventy-five Thousand (\$75,000.00) Dollars at the time and place of sale, the balance to be paid in or within thirty (30) days thereafter to be deposited in escrow with counsel for the mortgagee pending delivery of a foreclosure deed which shall be mortgagee's only further responsibility. The successful bidder shall be required to sign a Memorandum of Terms of Sale containing the above terms at the Auction sale. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the next highest bidder that shall successfully deposit with Mortgagee's attorneys, Ruberto, Israel & Weiner, P.C., the amount of the required deposit as set forth herein within three (3) business days after written notice of default of the previous highest bidder, the balance to be paid in or within thirty (30) days to be deposited, and deed to be transferred, as outlined hereinabove.

The deposit paid at the time of the sale shall be forfeited if the purchaser does not comply strictly with the terms of the sale. The purchaser will be responsible for all closing costs, state documentary stamps and recording fees.

Other terms to be announced at the time and place of sale.

Date: December 31, 2025

CAMBRIDGE SAVINGS BANK  
Present Holder of said Mortgage  
By its Counsel,

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James C. Fox, Esquire  
Ruberto, Israel & Weiner, P.C.  
255 State Street, 7<sup>th</sup> Floor  
Boston, Massachusetts 02109  
(617) 742-4200

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