

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by Misaki Realty Investments LLC, a Limited Liability Company organized under the laws of the Commonwealth of Massachusetts to Eastern Bank, a banking institution duly organized under the laws of the Commonwealth of Massachusetts, said mortgage being dated December 5, 2023 and recorded with the Barnstable County Registry of Deeds in Book 36119, Page 303, 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 4<sup>th</sup> day of June, 2026 upon the mortgaged premises located at 16 Suomi Road a/k/a 379 West Main Street, Unit 1, Hyannis (Barnstable), Barnstable County, Massachusetts, all and singular being the premises described in said mortgage, to wit:

Unit No. 1 (the "Unit") of the West Main Street Plaza Condominium (the "Condominium"), created by Master Deed dated July 20, 2004 and recorded in Barnstable Registry of Deeds on July 28, 2004 in Book 18871, Page 106 (Document No. 975,058). See West Main Street Plaza Condominium Trust recorded in Book 18871, Page 142.

The address of the Unit is: Unit 1, 379 West Main Street, Hyannis, MA 02601.

The Unit is shown on a plan recorded with Deed in Barnstable Registry of Deeds Book 18883, Page 305, to which is affixed a verified statement in the form provided by G.L. c. 183A S.9, and is conveyed subject to and with the benefit of obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of Unit owners and the By-Laws as amended of record.

The undivided percentage interest of the Unit in common areas and facilities is 52%.

The Unit is intended to be used for commercial purposes as provided for and limited by the Master Deed.

For Mortgagor's Title see deed recorded with the Barnstable County Registry of Deeds in Book 36119, Page 300.

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 any and all improvements now or hereafter situated thereon.

#### TERMS OF SALE:

Ten Thousand and No/100 (\$10,000.00) 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  
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