

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Construction Mortgage (the "Mortgage") given by **185 BRIDGE ST LLC**, a Massachusetts limited liability company, to **ENTERPRISE BANK AND TRUST COMPANY (predecessor in interest to Rockland Trust Company, by merger)**, dated February 13, 2023, recorded with the Essex County South District Registry of Deeds in Book 41435, Page 539, as affected by a Modification Agreement – Mortgage dated August 9, 2024, recorded with the Essex County South District Registry of Deeds in Book 42263, Page 325 (the "**Mortgage**") of which Mortgage the undersigned is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, there will be sold at Public Auction at **11:00 a.m. on the 2nd day of June, 2026**, at the mortgaged premises located at 185 Bridge Street (aka 0 Bridge Street), Lot 9, South Hamilton, Essex County, Massachusetts, (the "**Property or the "Mortgaged Property"**") all and singular the premises described in the Mortgage,

To wit:

"All of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Essex County, Commonwealth of Massachusetts:**

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein."

Exhibit A to the Mortgage reads as follows:

"A certain lot of land, with no improvements thereon, situated at on Bridge Street, Hamilton, Essex County, Massachusetts, known as **Lot No. 9**, and being shown on a plan of land entitled "Assessors Map 58, Lot 53 0 Bridge Street, Hamilton, MA", dated November 20, 2020, prepared for Summit Real Estate Strategies, LLC and prepared by Allen Major Associates, Inc. as recorded with the Essex County South District Registry of Deeds as Plan No. 197 of 2021 in Book 39518, Page 437 in Book 39518, Page 437, to which plan reference may be made for a more particular description of Lot 9.

Containing, according to said plan, 67,140 square feet or 1.59 acres of land, more or less.

Meaning and intending to describe and mortgage the same premises as conveyed to the within Mortgagor by deed recorded herewith."

The Mortgaged Property will be sold subject to and with the benefit of all restrictions, easements, covenants, orders of condition, improvements, outstanding tax titles, municipal or

other public taxes, assessments, betterments, water bills, environmental liens or restrictions, liens or claims in the nature of liens, now existing or hereafter arising, the rights of tenants and parties in possession and existing encumbrances of record, created prior to the Mortgage or to which the Mortgage has or shall have been subordinated of record.

Terms of Sale:

A deposit of \$50,000.00 will be required to be paid by certified or bank check by the purchaser at the time and place of sale. The balance of the purchase price shall be required to be paid in cash or by certified or bank check within forty-five (45) days of the sale date at the offices of Pierce Atwood LLP, 100 Summer Street, Boston, Massachusetts 02110.

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, 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.

Other terms, if any, to be announced at the sale.

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.

The undersigned holder of the Mortgage reserves the right to reject any and all bids for the Mortgaged Property and to continue the foreclosure sale from time to time to such subsequent date or dates as such holder may deem necessary or appropriate. The description of the premises contained in said Mortgage shall control in the event of an error in this publication.

ROCKLAND TRUST COMPANY

Present holder of said mortgage,

By its Attorney

Christopher J. Currier, Esquire

Pierce Atwood LLP

100 Summer Street

Boston, MA 02110

617-488-8116

Dated: May 4, 2026