

MORTGAGEES NOTICE OF SALE OF REAL ESTATE
1 Lewis Wharf, a/k/a 34-38 Atlantic Avenue, Boston, MA 02110

By virtue, and in execution of the Power of Sale contained in a certain Mortgage given by **One Lewis Wharf LLC**, to **Hingham Institution for Savings**, dated February 4, 2020, recorded with Suffolk County Registry of Deeds, as Book 62492, Page 140 (the "Mortgage") of which Mortgage the undersigned is the present holder, for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at **Public Auction, at 12:00 P.M., on the 25th day of June 2026** (the "Sale") it will be held at the premises located at **1 Lewis Wharf, a/k/a 34-38 Atlantic Avenue, Boston, MA 02110** (the "Premises") all and singular the Premises described in said Mortgage, to wit:

A certain parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the easterly side of Atlantic Avenue, said point is the northwesterly corner of land now or formerly of Bluewater Trust;

thence running N 2 degrees 15' 06" W along the easterly sideline of said Atlantic Avenue a distance of 150.03 feet;

thence turning and running S 73 degrees 30' 23" E a distance of 128.88 feet;

thence turning and running S 20 degrees 00' 16" W a distance of 148.19 feet;

thence turning and running N 68 degrees 50' 39" W a distance of 71.8.3 feet to the point of beginning.

Said parcel is shown as Lot Kon a plan entitled "Plan of Land, Boston (Lewis Wharf) Mass.", by Harry R. Feldman, Inc., dated July 2, 1980, as revised, recorded with Suffolk County Registry of Deeds as Book 9631, Page 331.

The above described land is subject to a pedestrian access easement as described in a deed from Boston Waterfront Development Corporation to Thomas E. Cargill, Jr., Edward I. Masterman and Andrew C. Culbert, sole general partners of Rosebud Associates, a Massachusetts general partnership) Rosebud Associates, dated January 15, 1981 and recorded with said Deeds in Book 9651 at Page 121, as amended by an instrument entitled "Release and Grant of Pedestrian Access Easement" by and between Boston Waterfront Development Corporation and Rosebud Associates, dated August 20, 1981 and recorded with said Deeds in Book 9844 at Page 84, which access is bounded and described as follows:

Beginning at the northwesterly corner of Lot K;

thence running S 73 degrees 30' 23" E a distance of 128.88 feet;

thence turning and running S 20 degrees 00' 16" W a distance of 46.99 feet;

thence turning and running N 70 degrees 35' 06" W a distance of 8.00 feet;

thence turning and running N 20 degrees 00' 16" E a distance of 34.56 feet;

thence turning and running N 73 degrees 30' 23" W a distance of 116.06 feet to the easterly sideline of Atlantic Avenue;

thence turning and running N 02 degrees 15' 06" W along the easterly sideline of Atlantic Avenue a distance of 12.67 feet to the point of beginning.

The above described land is conveyed, together with an easement for ingress and egress for vessels in the water overlying that portion of land lying easterly of the premises and continuing out to Boston Harbor

beyond the line labeled "STATE HARBOR LINE & U.S. PIER & BULKHEAD LINE" shown on the aforementioned plan, as more particularly set forth in Deed from Boston Waterfront Development Corporation, a Massachusetts Corporation, to Thomas E. Cargill, Jr., Edward I. Masterman and Andrew C. Culbert, sole general partners of Rosebud Associates, a Massachusetts general partnership, dated January 15, 1981 and recorded with said Deeds in Book 9651 at Page 121.

For our title see deed recorded herewith.

TERMS OF SALE:

In the event of any discrepancy between the description in said Mortgage and the above description, the description in said Mortgage shall control.

The above-described premises will be sold SUBJECT TO and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any. No representations, express or implied, are made with respect to any matter concerning the mortgaged Premises which shall be sold "as is", "where-is", and "with all faults". Successful Bidder shall be responsible for any Transfer Fees.

A deposit of One Hundred Thousand DOLLARS AND 00 CENTS (\$100,000.00) shall be required to be paid to the mortgagee/holder by certified or banks cashier check at the time and place of sale. The deposit shall be increased to an amount equal to ten percent (10%) of the highest bid at the Sale, which amount is to be paid to the Mortgagee within ten (10) calendar days of the date of the Sale. The successful bidder will be required to execute a Memorandum of Sale immediately after the close of bidding. The balance of the purchase price is to be paid by certified bank cashier's check or federal funds wire transfer in or within thirty (30 days) from the date of the sale.

Mortgagee reserves the right to reject any and all bids. Further, mortgagee reserves the right to sell to next-higher bidder(s) should the highest bidder default under the Memorandum of Sale, or otherwise.

TIME WILL BE OF THE ESSENCE.

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

Hingham Institution for Savings
Present Holder of said Mortgage,
By Its Attorneys,
Gaughen, Gaughen, Lane & Hernando, LLP
Kevin W. Gaughen Jr., Esquire

528 Broad Street, P.O. Box 890116
East Weymouth, MA 02189
781-335-0374