

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by 243-257 Columbia, 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 June 30, 2021 and recorded with the Bristol County (Fall River District) Registry of Deeds in Book 10628, Page 75, as affected by an assignment from Eastern Bank to Fairport Asset Management II, LLC dated July 10, 2025 and recorded with the Bristol County (Fall River District) Registry of Deeds in Book 11832, Page 185, 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 10:00 A.M. on the 5th day of August, 2026 upon the mortgaged premises located at 243-257 Columbia Street, Fall River, Bristol County, Massachusetts, all and singular being the premises described in said mortgage, to wit:

The land, together with any buildings thereon, situated in Fall River, Bristol County, Massachusetts, bounded and described as follows:

Parcel One:

Beginning at the northwesterly corner of the parcel herein described in the southerly line of Columbia Street at a point fifty-three and forty-one one hundredths (53.41) feet east of the intersection of Grant Street and Columbia Street; thence easterly by Columbia Street forty-five (45) feet to land now or formerly of Mary G. Hurst; thence southerly by last named land seventy-eight and six one hundredths (78.06) feet; thence westerly ninety-eight and forty-six one hundredths (98.46) feet to Grant Street; thence northerly by Grant Street ten (10) feet to other land now or formerly of said Mary G. Hurst; thence easterly by last named land fifty-three and forty-five one hundredths (53.45) feet; thence northerly sixty-eight and thirty-five one hundredths (68.35) feet to Columbia Street and to the point of beginning, containing fourteen and eight hundred eighty-nine one thousandths (14.889) square rods of land, more or less.

Parcel Two:

Beginning at the northwesterly corner of the lot to be described at a point on the southerly side of Columbia Street, ninety-eight and forty-one one hundredths (98.41) feet easterly from the southeasterly corner of Columbia and Grant Streets; thence running southerly by land now or formerly of one Macy, seventy-eight and six one hundredths (78.06) feet for a corner; thence turning and running westerly by said land named land forty-five (45) feet for a corner; thence turning and running southerly again by land of owner unknown, forty-eight and seven hundred ninety-five one thousandths (48.795) feet to land now or formerly of J.H. Hurst et al for a corner; thence turning and running easterly by said land named land one hundred six (106) feet to land now or formerly of the City of Fall River; thence turning and running northerly by last named land one hundred twenty-six and eight hundred fifty-five one thousandths (126.855) feet to said Columbia Street for a corner; thence turning and running westerly by said Columbia Street sixty-one (61) feet to the point of beginning, containing forty (40) square rods of land, more or less.

For Mortgagor's Title see deed recorded with the Bristol County (Fall River District) Registry of Deeds in Book 10628, Page 69.

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 equipment, machinery and fixtures owned by the Mortgagor, including without limitation any of the following property now or hereafter on the above-described Mortgage Property or used therein or thereon: portable or sectional buildings; bathroom, plumbing, heating, gas, electrical, lighting, water, refrigerating, ice making, ventilating and air conditioning; scrubber, garbage or rubbish incinerators, receptacles and disposals; elevator machinery; boilers, ovens, ranges and stoves; refrigerators; dishwashers; washing machines; dryers; tanks; motors; pipes; sprinkler and fire extinguishing systems; door bell and fire alarm systems; carpeting and other floor coverings; wall coverings; window shades; screen and screen doors; awnings and canopies; storm and other detachable windows and doors; partitioning; lockers and storage bins; television antennas; trees, hardy shrubs and perennial flowers; loading platforms and docks; all materials, apparatus and supplies intended to be incorporated into the construction, reconstruction, repair or remodeling of any building, structure or other improvement on said Mortgaged Property or placed therein or thereon; and all other personal property, articles, materials, supplies, fixtures and equipment of whatsoever kind and nature now or hereafter on said Mortgaged Property whether or not included in the foregoing enumeration, together with any renewals, replacements or additions thereto or substitutions therefor (all hereinafter referred to as the "Personal Property"); Together with all permits, approvals, plans, specifications, any construction contracts, architect's contracts, management agreements and any other agreements or contracts arising out of or pertaining or related to (directly or indirectly) the Mortgaged Property or any portion thereof; Together with all of the issues, benefits and profits of the Mortgaged Property; Together with all easements, rights of way, licenses, permits and other matters of record appurtenant to 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.

Fairport Asset Management II, LLC
By its Attorney-In-Fact
Michael A. Wirtz
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