

MORTGAGEE'S SALE OF REAL ESTATE
Unit No. 7A and Unit No. 7B in Building II,
Unit No. 9A, Unit No.9B, Unit No. 9C, and Unit No. 9D in Building III
of the 53-55 Pond Street Condominium, Waltham, MA

By virtue and in execution of the power of sale contained in a certain Mortgage given by Joseph Cummings to Donald J. Leone and Frank S. Pannesi, said Mortgage dated March 15, 2019, and recorded with the Middlesex South District Registry of Deeds, in Book 72338, Page 415, of which Mortgage the undersigned is the present holder, for breach of conditions of said Mortgage and for the purpose of foreclosing the same, the same will be sold at Public Auction at 10:00 a.m. on the 6th day of August 2026 on the mortgaged premises, hereinafter described, all and singular the premises described in said Mortgage to wit:

Locus: Unit No. 7A & Unit No. 7B in Building II, Unit No. 9A, Unit No.9B, Unit No. 9C, & Unit No. 9D in Building III of the 53-55 Pond Street Condominium, Waltham, MA

The legal description of the Mortgaged Premises is hereinafter the following:

Unit No. 7A and Unit No 7B in Building II and Unit No. 9A, Unit No. 9B, Unit No. 9C and Unit No. 9D in Building III of the 53-55 Pond Street Condominium established by Master Deed dated March 13, 2019 recorded with the Middlesex South Registry of Deed on March 15, 2019 at Book 72338, Page 358, and shown on Floor Plans ("Floor Plans") recorded with said Master Deed with the Middlesex South District Registry of Deeds as Plan No. 204 of 2019.

Each Unit is laid out as shown on said Unit Floor Plan recorded with the Master Deed, to which is affixed a verified statement in the form provided by G.L. c. 183A, § 9.

Unit No. 7 A is conveyed subject to and with the benefit of an exclusive rights and easements appurtenant to said Unit to use the Yard designated as "EUA D", the exclusive right and easement to use the two (2) Loading Areas both designated as "Load 7A." on the Master Deed Plan recorded with the Master Deed and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed and documents establishing the organization of Unit Owners and the By-Laws, as amended of record.

Unit No. 7B is conveyed subject to and with the benefit of an exclusive rights and easements appurtenant to said Unit to use one (1) parking space designated as "PS 17", the exclusive right and easement to use the Loading Area designated as "Load 7B", the exclusive right and easement to use the Temporary Loading Area designated as "Temp Load 7B" and the exclusive right and easement to use two Parking Areas designated as "PA 1" and "PA 2" the on the Master Deed Plan recorded with the Master Deed and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c.183A, the Master Deed and documents establishing the organization of Unit Owners and the By-Laws, as amended of record.

Unit No. 9A is conveyed subject to and with the benefit of an exclusive rights and easements appurtenant to said Unit to use the Temporary Loading Area designated as "Temp Load 9A" and exclusive right and easement to use one (1) Parking Space designated as "PS 19" on the Master Deed Plan recorded with the Master Deed is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed and documents establishing the organization of Unit Owners and the By-Laws, as amended of record.

Unit No. 9B is conveyed subject to and with the benefit of the exclusive rights and easements appurtenant to said Unit to use Two (2) Parking Spaces designated as "PS 20" and "PS 21" and the exclusive right and easement to use three (3) Parking Areas designated as "PA 3", "PA 4" and "PA 5"on the Master Deed Plan recorded with the Master Deed and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed and documents establishing the organization of Unit Owners and the By-Laws, as amended of record.

Unit No. 9C is conveyed subject to and with the benefit of an exclusive right and easement appurtenant to said Unit to use Parking Area designated as "PA 6" on the Master Deed Plan recorded with the Master Deed and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed and documents establishing the organization of Unit Owners and the By-Laws, as amended of record.

Unit No. 9D is conveyed subject to and with the benefit of an exclusive right and easement appurtenant to said Unit to use one (1) parking space appurtenant designated as "PS 18" on the Master Deed Plan recorded with the Master Deed and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c.183A, the Master Deed and documents establishing the organization of Unit Owners and the By-Laws, as amended of record.

Each of the Units in the Condominium is intended for commercial purposes only and such other uses as set forth in the Master Deed.

The undivided percentage interest of the Unit 7 A in the Common Areas and Facilities is 4.6093%. The undivided percentage interest of the Unit in the Shared Expenses for Building II is 51.9293%.

The undivided percentage interest of the Unit 7B in the Common Areas and Facilities is 4.2668%. The undivided percentage interest of the Unit in the Shared Expenses for Building II is 48.0707%.

The undivided percentage interest of the Unit 9A in the Common Areas and Facilities 1.8551 %. The undivided percentage interest of the Unit in the Shared Expenses for Building III is 15.7997%.

The undivided percentage interest of the Unit 9B in the Common Areas and Facilities is 4.1384%. The undivided percentage interest of the Unit in the Shared Expenses for Building III is 35.2455%.

The undivided percentage interest of the Unit 9C in the Common Areas and Facilities is 2.4887%. The undivided percentage interest of the Unit in the Shared Expenses for Building III is 21.1959%.

The undivided percentage interest of the Unit 9D in the Common Areas and Facilities 3.2593%. The undivided percentage interest of the Unit in the Shared Expenses for Building III is 27.7589%.

For Mortgagor's title, see deed dated March 15, 2019, and recorded in the Middlesex South District Registry of Deed in Book 72338, Page 410.

In the event of any typographical error set forth in the legal descriptions contained above, the descriptions set forth and contained in the Mortgage shall take precedence.

TERMS OF SALE: TWENTY THOUSAND (\$20,000.00) DOLLARS will be required to be paid in cash, certified check or cashier's check of any bank or trust company doing business in the Commonwealth of Massachusetts, by the purchaser, at the time and place of sale as a deposit. A Memorandum of Sale ("Memorandum") shall be executed upon acceptance of the bid and all terms thereunder shall be binding upon the bidder, including the condition that should the high bidder for whatever reason fail to perform under the aforesaid Memorandum, in such event, the bidder shall forfeit the deposit in full which shall become the property of the Mortgagee. The Mortgagee reserves the right without further publication, advertisement or notification to offer the property to the second highest bidder under the same conditions set forth herein. The Mortgagee further reserves the right without further publication, advertisement, or notification, to purchase the within described property at the amount bid by the second highest bidder. The terms of the Memorandum of Sale shall be announced prior to the bid. The balance of the bid price is to be paid in cash, certified check or cashier's check drawn upon any bank or trust company doing business in the Commonwealth of Massachusetts within thirty (30) days after the date of sale to be deposited in escrow with Riccardo L. Rullo, Esquire, attorney for Donald J. Leone and Frank S. Pannesi. Deed (which shall be in the form of the usual Mortgagee's Deed under the Statutory Power of Sale) to be delivered within three (3) days thereafter at which time it shall be the sole and exclusive responsibility of the successful bidder to cause the same to be recorded with the Middlesex South District Registry of Deeds in accordance with law.

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

DONALD J. LEONE and FRANK S. PANNESI
By its attorney,
RICCARDO L. RULLO
LAW OFFICES OF RICCARDO L. RULLO, PLLP
35 BEDFORD ST, SUITE 4, LEXINGTON, MA 02420
617-366-6744

Dated: 7/1/2026