

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by TL REAL ESTATE INVESTMENTS LLC, a Massachusetts limited liability company to STEPHEN K. GLICKMAN, TRUSTEE OF THE APPLETON REALTY TRUST, under Declaration of Trust dated March 3, 2025, having a mailing address at 1777 Tacky Point Road, Wadmalaw Island, SC 29487, dated March 7, 2025 and recorded in Norfolk County Registry of Deeds in Book 42284, Page 267, for breach of the conditions of said Mortgage, and for the purpose of foreclosing, the mortgaged Premises will be sold at Public Auction at 10:00 AM on July 29, 2026 at 32 Appleton Street, Quincy, MA, all and singular the premises described in said Mortgage, to wit:

A certain parcel of land, with the buildings thereon, situated in Quincy, Norfolk County, Massachusetts, and being the greater portion of Lot No. 46 on a plan by L. Briggs & Co., Surveyors, dated April 1871, recorded with Norfolk Deeds, Plan Book 5, Plan 199 and bounded and described as follows:

NORTHERLY by land formerly of Samuel A. Appleton, Sixty-Five and 6/10 (65.6) feet;
WESTERLY by Lot No. 44 on said plan, One Hundred Twenty-Six and 6/10 (126.6) feet;
SOUTHERLY by Appleton Street, Sixty-Five (65) feet; and
EASTERLY by the easterly and remaining portion of said Lot No. 46 on said plan, One Hundred Twenty-Nine and 5/100 (129.05) feet.

Be any and all said measurements, more or less.

Excepting from the above-referenced premises a Five (5) foot strip of land conveyed to Elizabeth H. Alletzhausser by Gladys May Osgood Peny by deed dated September 24, 1920 and recorded with Norfolk Deeds, Book 1468, Page 412.

For Grantor's Title, see deed recorded in Book 39195, Page 58.

Property Address: 32 APPLETON STREET, QUINCY, MA

City of Quincy Tax Parcel No. 020251

The above described premises will be sold subject to and with the benefits of all rights, rights of way, easements, restrictions, reservations, covenants, and encumbrances of record, insofar as the same are now in force and applicable. The premises are to be sold subject to and with the benefit of all easements, restrictions, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession.

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.

TERMS OF SALE:

A deposit of TEN THOUSAND DOLLARS AND 00 CENTS (\$10,000.00) in the form of a certified check or bank treasurer's check will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney.

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.

The Buyer at such sale shall pay all costs of recording including, without limitation, all state transfer stamp charges. The Buyer shall be required to sign a Memorandum of Sale at the auction sale. No deposit shall be required to be paid by the undersigned holder as a condition to bidding or to qualify as a buyer if the high bid.

If the successful bidder fails to comply with any term of the memorandum of Sale, by failing to complete the purchase, or otherwise, the undersigned retains the option, at the undersigned sole discretion, to complete the sale by selling the premises, subject to the terms and conditions of the sale stated herein, to the next highest qualified bidder, which may include the undersigned.

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 bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.

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

Stephen K. Glickman, Trustee Of The Appleton Realty Trust
Mortgagee,
By his Attorneys,

James C. Rudser, Esquire
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