

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Commercial Real Estate Mortgage (the "Mortgage") given by Desmond Coke ("Mortgagor"), to David A. Rosengard, ("Mortgagee") dated October 17, 2017 and recorded with the Norfolk County Registry of Deeds in Book 35530, Page 117, 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 11:00 AM on the 29th day of August, 2018 at 3 Main Street, Norfolk, Massachusetts, all and singular the premises described in said mortgage, to wit:

A certain parcel of land situated in Norfolk, Norfolk County, Massachusetts bounded and described as follows:

The land and any buildings thereon in Norfolk, Norfolk County, Massachusetts being shown as Lot 2A containing 55,311 square feet, plus or minus, on a plan entitled "Plan of Land, Norfolk, Mass. Dated October 6, 2003, Scale 1" = 80' prepared by GLM Engineering Consultants, Inc.," recorded with Norfolk County Registry of Deeds in Plan Book 517, Page 34, to which reference is made for a more particular description.

Premises are conveyed subject to an Order of Conditions of the Norfolk Conversation Commission in Book 20331, Page 171 as affected by the partial certificate of compliance recorded in said Registry at Book 22580, Page 391.

For Mortgagor's title see deed recorded with said Registry in Book 35530, Page 7.

In the event of any typographical errors in the publication of this notice, the description in the Mortgage shall control.

Said premises shall also be sold subject to and/or with the benefit of any and all other restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, attachments and existing encumbrances of record created prior to the Mortgage, if any there be, insofar as in force and applicable.

Said premises will also be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or rights of parties in possession now or at the time of said auction which are subject to said Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Terms of sale:

The highest bidder in the sale of the premises shall deposit a bank treasurer's check, or certified check in the amount of Fifteen Thousand Dollars (\$15,000) at the time and place of the sale of the premises as a non-refundable earnest money deposit towards the purchase price to be held at

the option of the Mortgagee as liquidated damages for any default by the successful bidder. The balance of the purchase price shall be paid upon delivery of the deed within thirty (30) days of the date of the public auction. The successful bidder shall be required to sign a Memorandum of Sale at the public auction containing the terms herein and any additional terms set forth in the Memorandum of Sale or announced at the public auction.

In the event that the successful bidder at the public auction fails to perform in the time specified to purchase the premises, the Mortgagee reserves the right, at its sole election, to sell the premises by foreclosure deed to the other qualified bidders, in descending order beginning with the next highest bidder, provided that in each case the next highest bidder delivers to Mortgagee the amount of the required deposit within three (3) business days after written notice of the default of the previous highest bidder and promptly executes a Memorandum of Sale providing for performance within thirty (30) days of execution. Mortgagee also reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder. The Mortgagee reserves the right to postpone this sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms to be announced at sale.

For inquiries concerning the auction, please contact Sullivan & Sullivan Auctioneers, LLC at 617.350.7700 or www.sullivan-auctioneers.com.

David A. Rosengard
present holder of the Mortgage,

By its attorneys,
Lawrence C. Fleming, Esq.
Hackett Feinberg P.C.
155 Federal Street, 9th Floor
Boston, MA 02110

(8/8, 8/15, 8/22)