

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain First Mortgage and Security Agreement (the "Mortgage") as affected by a First Amendment to First mortgage and Security Agreement dated June 28, 2012 and recorded with the Norfolk County Registry of Deed (the "Registry") in Book 31704, Page 363, as affected by a First Amendment to First Conditional Assignment of Leases and rents dated June 28, 2012 and recorded with the Registry in Book 31704, Page 366, given by Cottage Car Wash, LLC (the "Mortgagor") to Radius Bank f/k/a First Trade Union Bank (the "Mortgagee"), dated June 28, 2012, and recorded with the Registry in Book 30135, Page 136, 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 29<sup>th</sup> day of March, 2019 at 36 Pine Street, Norfolk, Massachusetts 02056, all and singular the premises described in said mortgage, to wit:

That certain piece or parcel of land situated in Norfolk, Norfolk County, Massachusetts, and being bounded and described as follows:

Beginning at a point in the Westerly line of Pine Street, said point being shown and designated as "C.H.B." on a plan of land hereinafter referred to:

Thence running South 32° 06' 00" East 104.22 feet to a point for a corner;

Thence running South 37° 53' 27" West 200 feet by land now or formerly of Joseph J. Lorusso to a point for a corner;

Thence running North 52° 06' 33" West 141.12 feet by land now or formerly of Countdown Enterprises, Inc., to a point for a corner;

Thence running North 37° 53' 27" East 250.83 feet by land now or formerly of Countdown Enterprises, Inc., to a point in the Westerly line of Pine Street for a corner;

Thence running South 32° 06' 00" East 45.78 feet to a point shown and designated as "C.H.B." on Plan hereinafter referred to which point is the beginning.

Being Lot 2 as shown on Plan of Land in Norfolk, Mass., Scale 1"=40' dated April 7, 1982 by Landmark Engineering of New England, Inc., recorded with the Norfolk County Registry of Deeds as Plan No. 9 of 2001 in Plan Book 482 and to which said plan reference may be had for a more particular description of the granted premises.

For title reference, see Quitclaim Deed of Pine Creek Development Corporation to Cottage Car Wash, LLC, which Deed is dated June 1, 2006, and is recorded with the Norfolk County Registry of Deeds on February 11, 2008, in Book 25495, Page 154.

For Mortgagor's title see deed recorded with said Registry in Book 25495, Page 154.

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 Twenty-Five Thousand Dollars (\$25,000) 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 highest bidder in the sale of the premises shall then be required to remit by federal wire transfer an additional non-refundable deposit to bring the total deposit to ten percent (10%) of the bid price within five (5) business days of the date of the public auction. 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](http://www.sullivan-auctioneers.com).

Radius Bank f/k/a First Trade Union Bank  
present holder of the Mortgage,

By its attorneys,  
Lauren A. Solar, Esq.  
Hackett Feinberg P.C.  
155 Federal Street, 9<sup>th</sup> Floor  
Boston, MA 02110

(3/8, 3/15, 3/22)