

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Pond Street Residences, LLC (the "Mortgagor") to First Boston Associates, LLC dated April 17, 2015 and recorded with the Middlesex South Registry District of the Land Court in Certificate No. 259106, Document No. 1697058 as further affected by Assignment of Security Interests by First Boston Associates LLC in favor of First Boston Construction Holdings, LLC (the "Mortgagee") filed January 8, 2016 with said Registry District in Certificate No. 258838 Document No. 1719837 ("the Mortgage"), as further affected by the First Amendment to Commercial Mortgage, Assignment, and Security Agreement recorded with said Registry on January 20, 2017 in Certificate No. 259106, Document No. 1752189, as further affected by the partial release recorded with said Registry District on February 10, 2016 in Certificate No. 261332, Document No. 1722412, as further affected by the partial release recorded with said Registry District on November 16, 2016 in Certificate No. 263262, Document No. 1746702, as further affected by partial release recorded with said Registry District on April 19, 2018 in Certificate No. 267351, Document No. 1785822, as further affected by the partial release recorded with said Registry District on June 12, 2018 in Certificate No. 267359, Document No. 1789682, as further affected by the partial release recorded with said Registry District on January 8, 2019 in Certificate No. 265413, Document No. 1805053, as further affected by the partial release recorded with said Registry District on January 6, 2016 in Certificate No. 259106, Document No. 1719681, of which mortgage the undersigned is the present holder by assignment, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11 o'clock A.M. on the 22st day of March 2019 (the "Auction Sale") at 203 Pond Street, Hopkinton, Middlesex County, Massachusetts, all and singular the premises described in said mortgage (the "Premises"),

To wit:

The land situated on Pond Street and Foxhollow Road in Hopkinton, Middlesex (South) County, Massachusetts (the "Property"), which Property is more fully described as follows:

Lots 2 through 12 inclusive and Lot 14 and the fee to the centerline of those portions of Foxhollow Road, which are adjacent to the Lots referenced herein, all as shown on Plan 14200-C. All of said boundaries determined by the Court to be located as shown on a plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry District of the Land Court for South Middlesex County with Certificate 157390.

For title, see Certificate of Title No. 157390. The Property being a portion of the premises conveyed to Seller by deed and filed as Document 581559 in the Registry District of the Land Court for South Middlesex County with Certificate of Title No. 157930.

Less and except so much of the above-described land as was released and discharged from the Mortgage by virtue of the following Partial Releases of Mortgage:

- (i) Partial Release of Commercial Mortgage, Assignment and Security Agreement and Assignment of Leases and Rents (shown as Lot 2 on a plan of land entitled “Plan 14200-C” dated April 2, 2015, by Tunison Dias, Inc. and recorded with the Middlesex South Registry of Deeds at Book 917, Page 40) by First Boston Construction Holdings, LLC dated September 15, 2016 and recorded with said Registry of Deeds on November 16, 2016 in Certificate No. 263262, Document No. 1746702;
- (ii) Partial Release of Commercial Mortgage, Assignment and Security Agreement and Assignment of Leases and Rents (shown as Lot 3 on a plan of land entitled “Plan 14200-C” dated April 2, 2015, by Tunison Dias, Inc. and recorded with the Middlesex South Registry of Deeds at Book 917, Page 40) by First Boston Construction Holdings, LLC dated January 2, 2019 and recorded with said Registry of Deeds on January 8, 2019 in Certificate No. 265413, Document No. 1805053;
- (iii) Partial Release of Commercial Mortgage, Assignment and Security Agreement and Assignment of Leases and Rents (shown as Lot 4 on a plan of land entitled “Plan 14200-C” dated April 2, 2015, by Tunison Dias, Inc. and recorded with the Middlesex South Registry of Deeds at Book 917, Page 40) by First Boston Construction Holdings, LLC dated May 14, 2018 and recorded with said Registry of Deeds on June 12, 2018 in Certificate No. 267359, Document No. 1789682;
- (iv) Partial Release of Commercial Mortgage, Assignment and Security Agreement and Assignment of Leases and Rents (shown as Lot 5 on a plan of land entitled “Plan 14200-C” dated April 2, 2015, by Tunison Dias, Inc. and recorded with the Middlesex South Registry of Deeds at Book 917, Page 40) by First Boston Construction Holdings, LLC dated March 27, 2018 and recorded with said Registry of Deeds on April 19, 2018 in Certificate No. 267351, Document No. 1785822;

- (v) Partial Release of Commercial Mortgage, Assignment and Security Agreement and Assignment of Leases and Rents (shown as Lot 6 on a plan of land entitled "Plan 14200-C" dated April 2, 2015, by Tunison Dias, Inc. and recorded with the Middlesex South Registry of Deeds at Book 917, Page 40) by First Boston Construction Holdings, LLC dated January 8, 2016 and recorded with said Registry of Deeds on February 10, 2016 in Certificate No. 261332, Document No. 1722412;
- (vi) Partial Release of Commercial Mortgage, Assignment and Security Agreement and Assignment of Leases and Rents (shown as Lot 14 on a plan of land entitled "Plan 14200-C" dated April 2, 2015, by Tunison Dias, Inc. and recorded with the Middlesex South Registry of Deeds at Book 917, Page 40) by First Boston Construction Holdings, LLC dated December 29, 2015 and recorded with said Registry of Deeds on January 6, 2016 in Certificate No. 259106, Document No. 1719681;

In the event of any typographical error set forth in the legal description herein of the Premises, the descriptions as set forth and contained in the Mortgage shall control by reference.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens, or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens, and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens, or encumbrances is made in the deed.

The Premises will be sold and conveyed together with all the improvements now or hereafter erected on the Premises and all easement rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Premises. All replacements and additions shall also be covered by this sale.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the Premises to the second highest bidder, provided that the second highest bidder shall deposit with Mortgagee's attorney, Giangrasso Law LLC, the amount of the required deposit as set forth herein with three (3) business days after written notice of default of the previous highest

bidder and title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

Terms of sale: An initial deposit of one hundred thousand dollars (\$100,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of the sale. An additional deposit of ten percent (10%) of the purchase price by certified or bank check will be required to be paid by the purchaser within three (3) days from the date of sale. The balance is to be paid by certified or bank check at the office of Giangrasso Law LLC, 60 Walnut Street, Suite 301, Wellesley, MA 02481 within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. To qualify to bid, potential bidders must demonstrate that they have the required deposit in hand. The successful bidder shall be required to sign a Memorandum of Sale containing the foregoing terms at the Auction Sale. No deposit shall be required to be paid by the undersigned holder as a high bidder.

Other terms, if any, to be announced at the time and place of the sale.

FIRST BOSTON CONSTRUCTION HOLDINGS, LLC
Present Holder of Said Mortgage
By its attorneys,
Giangrasso Law, LLC
60 Walnut Street, Suite 301
Wellesley, MA 02481
By: David A. Giangrasso, Esq.
(781)-328-9099