

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE AND SECURED PARTY
NOTIFICATION OF DISPOSITION OF PERSONAL PROPERTY**

Reference is made to that certain Mortgage granted by Matthew Noon (the "**Mortgagor**") to Northern Bank & Trust Company, (the "**Mortgagee**") dated as of November 23, 2016 and registered with Worcester Land Court Registry District (the "**Land Court**") as Document No. 109894 as noted on Certificate of Title 17395 (the "**Mortgage**").

The Mortgage encumbers the real property known as 90 Warren Avenue, Harvard, Massachusetts as further described on **EXHIBIT A** attached hereto (the "**Real Property**").

By virtue and in execution of the Power of Sale contained in the Mortgage, of which the undersigned is the present holder, and pursuant to the security interests and rights granted by the Mortgagor to the Mortgagee under the Mortgage, for breach and default of the conditions of the Mortgage, and for the purpose of foreclosing the same, the Mortgagee will offer the Real Property and, pursuant to a secured party public sale under Article 9 of the Uniform Commercial Code, together with and not separately from the Real Property, the assets of the Mortgagor in which the Mortgagee has been granted a security interest and as further described as all equipment, fixtures, and other articles of personal property now or hereafter owned by Mortgagor, and now or hereafter attached or affixed to the Real Property (the "**Personal Property**"), and together with the Real Property, collectively, the "**Mortgaged Property**", for sale together at public auction on **Wednesday, January 16, 2019, at 1:00 P.M.** The sale described above will be referred to hereinafter, as the "**Sale**."

TERMS OF SALE. A deposit of **FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00)** shall be required to be made to the Mortgagee for the Mortgaged Property. The foregoing deposit shall be made by certified check or bank cashier's check (cash will **not** be accepted) at the time and place of the Sale, which deposit shall be increased to an amount equal to ten percent (10%) of the highest bid at the Sale, which amount is to be paid within ten (10) calendar days of the date of the Sale. The balance of the purchase price for the Mortgaged Property is to be paid to the Mortgagee by federal funds wire transfer in or within thirty (30) calendar days from the date of the Sale, **with time being of the essence.**

The Sale shall be held on the Real Property. The Mortgaged Property is to be sold together, subject to, and with the benefit of, all easements, restrictions, orders of condition, building and zoning laws, unpaid taxes, tax titles, water bills, environmental liens or restrictions, municipal liens and assessments, rights of tenants and parties in possession, existing encumbrances, and assessments, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the Mortgage, if any there be. The Mortgaged Property is also sold subject to the right of redemption of the United States of America, if any there be.

The Mortgagee may, at its option, either sell the Mortgaged Property to the second highest bidder at the Sale or assume the highest bid should the highest bidder fail to fulfill the highest bidder's obligations under the sales agreement to be entered into with the Mortgagee immediately after the Sale. In the event that the highest bidder defaults under such sales agreement and the Mortgagee sells the Mortgaged Property to the second highest bidder, the Mortgagee may, at its option, assume the second highest bid should the second highest bidder

fail to fulfill its obligations under such sales agreement. No such assumption of the highest or second highest bid or sale of the Mortgaged Property by the Mortgagee to such second highest bidder shall relieve the highest or second highest bidder, as applicable, from its obligations under such sales agreement nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or second highest bidder at the Sale.

THE SALE OF THE MORTGAGED PROPERTY WILL BE OFFERED AND SOLD "AS IS AND WHERE IS," AND WITH ALL FAULTS, LATENT OR PATENT, AND SUBJECT TO ALL PRIOR ENCUMBRANCES. 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, any matter relating to any structure on the Real Property, or any other matter. The highest bidder shall be deemed to have expressly acknowledged by participation in the public auction that any warranty or representation, other than those contained herein made by the attorney for the Mortgagee, 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 various experts, including counsel if the highest bidder so desires. To the extent that the Mortgaged Property and the transfer hereunder include fixtures or other personalty, then all such items shall be conveyed "AS-IS", "WHERE-IS", "WITH ALL FAULTS". THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY SUCH FIXTURES OR OTHER PERSONALTY. From and after the conclusion of public auction, 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 credit bid at the Sale and to postpone the Sale by auctioneer's public proclamation. The Mortgagee further reserves the right to change terms of the Sale at the Sale or to add additional terms and to qualify some or all bidders.

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

NORTHERN BANK & TRUST COMPANY,

By Its Attorneys,



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EXHIBIT A
(Real Property)

Property Description

The property in Worcester County, Massachusetts, bounded and described as follows

Westerly by Bare Hill Pond;

Northeasterly by lot A-6 as shown on a plan hereinafter described four hundred ninety-five and 5/10 (495.5) feet more or less;

Southeasterly sixty-nine and 52/100 (69.52) feet; and

Easterly one hundred forty-seven and 07/100 (147.07) feet by the westerly line of a Way on said plan; and

Southwesterly by land now or formerly of Fiske Warren et al, Trs., four hundred seventy-six (476) feet, more or less.

All of said boundaries, except the water line, are determined by the Court to be located as shown on subdivision plan #5604-Y drawn by Parker, Bateman & Chase, Civil Engineers, dated August 1947, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Land Registration Certificate #3576.

Being lot A-16 on said plan

Subject to easements, rights, restrictions and covenants of record if they affect the locus and are in full force and effect, expressly not intending nor meaning to extent the same in the event that they have expired by operation of law or otherwise.

For title reference see deed of Margaret McGovern, also known as Margaret O. McGovern, Trustee of The James and Margaret McGovern Family Trust, and Douglas Quine, also known as Douglas B. Quine, dated September 4, 2015 and filed with the Land Registration Office of Worcester County as Document Number 107774.