

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Mortgage, (the "Mortgage") given by **FINICKY PET FOOD, INC.** (the "Mortgagor"), a Florida corporation authorized to do business in the Commonwealth of Massachusetts, with a principal place of business located at 68 Blackmer Street, New Bedford, Bristol County, Massachusetts, to **WEBSTER MASSACHUSETTS SECURITY CORPORATION** (now known as Webster Public Finance Corporation) (the "Mortgagee"), a Massachusetts corporation with a principal office located at 145 Bank Street, Waterbury, Connecticut, dated December 2, 2015, and recorded with the Bristol County (S.D.) Registry of Deeds (the "Registry") in Book 11548, Page 300, as affected by Assignment of Mortgage to AC 35, LLC recorded with the Registry in Book 14953, Page 83, as further affected by Confirmatory Assignment of Mortgage to AC 35 LLC recorded with the Registry in Book 15007, Page 318, and any other amendments of record, of which Mortgage the undersigned **AC 35 LLC**, a Delaware limited liability company having a usual address of 420 Lexington Ave., Rm. 2803, New York, New York, 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 a.m. on the 23rd day of August, 2024 at the mortgaged premises located at 68 Blackmer Street, New Bedford, Massachusetts, all and singular the premises described in said Mortgage, to wit:

The land with any buildings thereon situated in New Bedford, Bristol County, Commonwealth of Massachusetts, bounded and described as follows:

Parcel One:

Being shown as Lot 8 containing 54,680 square feet, more or less (1.26 acres, more or less) on Plan of Land entitled "Definitive Plan of Land in New Bedford, Massachusetts, prepared for City of New Bedford", Scale 1"=80', October 25, 1998, revised March 17, 1999, prepared by SITEC Civil and Environmental Engineering, and recorded in the Bristol County S.D. Registry of Deeds in Plan Book 143, Page 97.

Subject to the covenants, restrictions and conditions set forth in deed recorded in said Registry of Deeds in Book 4810, Page 290, insofar as the same are now in force and applicable.

Subject to a Notice of Decision on Zoning Variance Petition dated February 22, 2001, recorded in said Registry of Deeds, in Book 4931, Page 196.

Subject to a Grant of Easement to Commonwealth Electric Company, dated March 27, 2002, recorded in said Registry of Deeds in Book 5458, Page 338.

Subject to a Grant of Easement to New England Telephone and Telegraph Company dated August 24, 1999, recorded in said Registry of Deeds, in Book 4551, Page 287.

Subject to an Easement to Commonwealth Electric Company, dated November 9, 2000, recorded in said Registry of Deeds, in Book 4822, Page 186.

Parcel Two:

Being shown as Lot 9A containing 52,656 square feet, on a Plan of Land entitled "Approval Not Required Plan of Land located in New Bedford, MA, prepared for City of New Bedford Redevelopment Authority", Scale 1"=40', March 16, 2004, by Kenneth R. Ferreira Engineering, Inc., recorded in the Bristol County S.D. Registry of Deeds, in Plan Book 153, Page 90.

Subject to the covenants, restrictions and conditions set forth in deed recorded in said Registry of Deeds, in Book 7070, Page 190, insofar as the same are now in force and applicable.

Subject to the New Bedford Redevelopment Authority Redevelopment Contract & Access Agreement dated June 24, 2004, recorded in said Registry of Deeds, in Book 7070, Page 165, insofar as the same are now in force and applicable.

For title to Parcel One and Parcel Two, see deed from Blackmer, LLC dated July 16, 2007, recorded with the Bristol County (S.D.) Registry of Deeds in Book 8723, Page 277.

Premises to be sold and conveyed subject to the following instruments recorded with the Registry at the Book and Page numbers referenced below: License issued by the City of New Bedford Department of Public Works recorded in Book 875, Page 390, See plan recorded in Plan Book 35, Page 29, Plan 3; Reservation by the City of New Bedford set forth in instruments recorded in Book 908, Page 311 and Book 908, Page 313 as affected by discontinuance recorded in Book 1517, Page 36 and Book 1518, Page 370; Grant of Easement to New England Telephone and Telegraph Company dated August 24, 1999 recorded in Book 4551, Page 287; Terms and provisions set forth in deed from the New Bedford Redevelopment Authority to Mark R. Wright, Trustee of Blackmer Street Realty Trust dated October 31, 2000 recorded in Book 4810, Page 290, as affected by Certificate of Completion and Approval recorded in Book 8723, Page 269, as affected by Certificate of Completion and Approval and Consent recorded in Book 11548, Page 290; Easement to the Commonwealth Electric Company dated November 9, 2000 recorded in Book 4822, Page 186; Grant of Easement to Commonwealth Electric Company dated March 27, 2002 recorded in Book 5458, Page 338; New Bedford Redevelopment Authority Redevelopment Contract and Access Agreement dated June 24, 2004 recorded in Book 7070, Page 165, as affected by Certificate of Completion and Approval recorded in Book 8723, Page 269; Terms and provisions of deed from the New Bedford Redevelopment Authority to Blackmer LLC dated July 15, 2004 recorded in Book 7070, Page 190, as affected by Certificate of Completion and Approval recorded in Book 8723, Page 269, as affected by Certificate of Completion and Approval and Consent recorded in Book 11548, Page 290; Grant of Easement to Commonwealth Electric Company dated July 16, 2007 recorded in Book 8723, Page 267; New Bedford Redevelopment Authority Redevelopment Contract and Access Agreement dated June 16, 2007 recorded in Book 8723, Page 279, as affected by Certificate of Completion and Approval and Consent recorded in Book 11548, Page 290; Easement to NSTAR Electric Company dated December 19, 2007 recorded in Book 8907, Page 218; Notice

of Decision on Zoning Variance Petition, Appeal No. 3388, dated February 8, 2001 recorded in Book 4931, Page 196; and Tax Takings by the City of New Bedford recorded in Book 14914, Pages 343 and 344.

Premises to be sold and conveyed also subject to and with the benefits of those rights, conditions, rights of way, restrictions, easements, building and zoning laws, covenants, liens or claims in the nature of liens, improvements, public assessments or betterments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments, betterments or liens, unpaid municipal fees, or existing mortgages and other 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 herein or in the Mortgage. Premises shall also be sold and conveyed subject to all permits, conservation restrictions, orders of conditions, orders, and agreements or covenants with the City of New Bedford, if any, and any rights of redemption pursuant to recorded federal tax liens, as well as any rights of tenants and parties in possession.

Terms of Sale: A 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 sale. The balance is to be paid by certified or bank check at the office of Murtha Cullina LLP, 33 Arch Street, 12th Floor, Boston, MA 02110 within thirty (30) days from the date of sale. A Foreclosure Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale from time to time 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, Mortgagee, Auctioneer or Mortgagee's attorney. If the highest bidder fails to complete the purchase of the premises on the terms provided in this Notice and Memorandum of Sale signed following the sale, or if the successful bidder fails to sign the Memorandum of Sale, then the Mortgagee reserves the right to sell the premises to the second highest bidder for the amount of the second highest bid. If the Mortgagee exercises said right, it will notify the second highest bidder who will then have three (3) business days to deliver the deposit specified above to the Mortgagee's attorney and to agree upon a closing date. **TIME WILL BE OF THE ESSENCE.**

In the event of an error in this publication, the description of the premises contained in the Mortgage shall control.

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

AC 35 LLC, present holder of said Mortgage

By its Attorneys,

MURTHA CULLINA LLP

By: _____
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