

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage (the "Mortgage") given by **1MONARK LLC**, a Massachusetts limited liability company, to **READING COOPERATIVE BANK**, a Massachusetts Savings Bank, dated May 26, 2022, recorded with the Middlesex North County Registry of Deeds in Book 37099, Page 131, (the "**Mortgage**") of which Mortgage the undersigned is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, there will be sold at Public Auction at 11:00 a.m. on the 14th day of January, 2025, at the mortgaged premises located at 142 Jewett Street, Lowell, Middlesex North County, Massachusetts, (the "**Property or the Mortgage Property**") all and singular the premises described in the Mortgage,

To wit:

Parcel: 142 Jewett Street, Lowell, MA 01851

The land in Lowell, Middlesex County, Massachusetts, with the buildings thereon, situated on the westerly side of Jewett Street now supposed to be numbered 142 Jewett Street, containing 7500 square feet, being shown as the northerly half of Lot 90 on a plan of land made by William F. Osgood, dated January 1833 which plan is recorded with Middlesex North District Registry of Deeds, Plan Book 3, Plan 8, and bounded as follows:

EASTERLY By said Jewett Street, 50 feet;

SOUTHERLY By the remaining portion of said Lot 90, supposed to belong, now or formerly, to Joseph J. Reid et ux, 150 feet;

WESTERLY By lot 79 on said plan, supposed to belong, now or formerly, to Harriet E. Allen et al, 50 feet; and

NORTHERLY By lot 89 on said plan, supposed to belong now or formerly, to James A. Brown et ux, to Charles W. Hartwell, et ux, to Lucius H. Floyd, Jr., et ux and to Louis Sakelakos et al, 150 feet.

Be said contents or any or all of said measurements more or less and however otherwise said premises may be measured, bounded or described.

For Title see Deed recorded prior hereto.

The mortgaged premises will be sold subject to and with the benefit of all restrictions, easements, covenants, orders of condition, improvements, outstanding tax titles, municipal or other public taxes, assessments, betterments, water bills, environmental liens or restrictions, liens or claims in the nature of liens, now existing or hereafter arising, the rights of tenants and parties in possession and existing encumbrances of record, created prior to the Mortgage or to which the Mortgage has or shall have been subordinated of record.

Terms of Sale:

A deposit of \$50,000.00 (the "Deposit") will be required to be paid by certified or bank check by the purchaser at the time and place of sale. The balance of the purchase price shall be required to be paid by certified or bank check within forty-five (45) days of the sale date at the offices of Pierce Atwood LLP, 100 Summer Street, Boston, Massachusetts 02110.

In the event of any typographical errors in the publication of the legal description of the Mortgaged Property in this Notice of Sale, the legal description contained in the Mortgage shall control.

THE SALE OF THE MORTGAGED PROPERTY WILL BE OFFERED AND SOLD "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS", LATENT OR PATENT, AND SUBJECT TO ALL PRIOR ENCUMBRANCES, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED, OR IMPOSED BY LAW. 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, state and city requirements regarding smoke detection equipment, lead paint regulations, any matter relating to any structure on the Mortgaged Property, or any other matter. The highest bidder shall be deemed to have expressly acknowledged by participation in the sale that any warranty or representation, other than those contained herein, 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 its own experts, including counsel, as the highest bidder has elected to consult.

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

From and after the conclusion of the sale, 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, to advance its bid at the Sale, and to pause and/or 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.

The undersigned holder of the Mortgage reserves the right to reject any and all bids for the Mortgaged Property and to continue the foreclosure sale from time to time to such subsequent date or dates as such holder may deem necessary or appropriate. The description of the premises contained in said Mortgage shall control in the event of an error in this publication.

READING COOPERATIVE BANK

Present holder of said mortgage

By its Attorney

Bruce Miller, Esquire

Pierce Atwood LLP

100 Summer Street

Boston, MA 02110

617-488-8116

Dated: December 17, 2024