

## 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 **21 COCHITUATE ROAD LLC**, a Massachusetts limited liability company, to **ETHIC, A WEALTH BANK**, a federally chartered bank, now known as **42 NORTH PRIVATE BANK**, dated January 6, 2022, recorded with Middlesex South County Registry of Deeds in Book 79528, Page 444, presently held by **42 NORTH PRIVATE BANK**, (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 1:00 p.m. on the 4<sup>th</sup> day of February, 2025, at the mortgaged premises located at 21 Cochituate Road, in Wayland, Middlesex County, Massachusetts, (the "**Property** or the "**Mortgaged Property**") all and singular the premises described in the Mortgage,

To wit:

The land in Wayland, County of Middlesex, Massachusetts, located on the westerly side of Cochituate Road, together with the buildings thereon, and bounded and described as follows:

EASTERLY by Cochituate Road, sixty-five (65) feet, more or less;

NORTHERLY by land now or formerly of Lovell, eighty-eight (88) feet, more or less;

WESTERLY by land of the Wayland Motors, seventy-one (71) feet, more or less; and

SOUTHERLY by other land of Wayland Motors, ninety-seven (97) feet, more or less.

For title, see deed recorded immediately prior hereto.

The Mortgaged Property 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 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 in cash or by certified or bank check within forty-five (45) days 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 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.

**42 NORTH PRIVATE 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 31, 2024