

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

By virtue and in execution of the Power of Sale contained in that certain Mortgage and Security Agreement granted by Farwell on the Charles LLC (the “**Mortgagor**”) to Dedham Institution for Savings (the “**Mortgagee**”) dated as of November 14, 2019, and recorded with the Middlesex South Registry of Deeds at Book 73649, Page 571 (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, for breach and default of the conditions of the Mortgage, and for the purpose of foreclosing the same, the Mortgagee will offer **Lots 2, 3, 4, 5 and 6** of the real property described in the Mortgage located at 56 Farwell Street, Newton, Middlesex County, Massachusetts, further described on **Exhibit A** annexed hereto and specifically incorporated herein by reference (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, all of the personal property assets of the Mortgagor in which the Mortgagee has been granted a security interest and as further described on **Exhibit B** (the “**Personal Property**” and together with the Real Property, collectively, the “**Mortgaged Property**”), for sale together at public auction on **Wednesday, July 19, 2023, at 11:00 A.M.** The sale of the Mortgaged Property described above will be referred to hereinafter as the “**Sale.**” The Sale shall be held on Lot 4 of the Real Property, being a portion of the premises described in said Mortgage.

Lots 2, 3, 4, 5, and 6 are the only lots to be sold at the Sale and will be sold pursuant to Method 1 or Method 2, as described below:

Method 1:

Method 1(a): Lots 2, 3, 5 and 6 along with all Personal Property in connection therewith, if any there be, will be offered collectively for sale at public auction on the Real Property at 11:00 A.M. on July 19, 2023.

Method 1(b): Lot 4 along with all Personal Property in connection therewith, if any there be, will be offered separately for sale at public auction on the Real Property at 11:00 A.M. on July 19, 2023.

Method 2:

After Lots 2, 3, 5 and 6 pursuant to Method 1(a) and Lot 4 pursuant to Method 1(b) have been offered for sale separately in the order and manner set forth above, the Real Property consisting of Lots 2, 3, 4, 5, and 6 along with all Personal Property located thereon will thereafter be offered for sale **in the entirety**, on the Real Property at 11:00 A.M. on July 19, 2023.

If the highest bid for Lots 2, 3, 4, 5, and 6 as a single sale pursuant to Method 2 shall be equal to or exceed the cumulative total of the highest bids for Lot 4 and Lots 2, 3, 5 and 6 pursuant to Method 1, then the separate highest bids for Lot 5 and Lots 2, 3, 4 and 6 pursuant to Method 1 shall be voided, and Lots 2, 3, 4, 5, and 6 shall be sold to the highest bidder as a single sale pursuant to Method 2. If the highest bid for Lots 2, 3, 4, 5, and 6 as a single sale pursuant to Method 2 shall not equal or exceed the total of the cumulative highest bids for Lot 4 and Lots 2,

3, 5 and 6, respectively, as two separate sales pursuant to Method 1, then Lot 4 and Lots 2, 3, 5 and 6, respectively, will be sold separately to the highest bidders for Lot 4 and Lots 2, 3, 5 and 6, respectively, as separate sales pursuant to Method 1.

TERMS OF SALE. If the Mortgaged Property shall be sold in two separate sales pursuant to Method 1, the highest bidder for Lot 4 shall be required to make a deposit of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) and the highest bidder for Lots 2, 3, 5 and 6 shall be required to make a deposit of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) to the Mortgagee by certified check or bank cashier's check (cash will **NOT** be accepted) at the time and place of the Sale as a non-refundable deposit. If the Mortgaged Property is to be sold as Lots 2, 3, 4, 5 and 6 in the entirety as a single sale pursuant to Method 2, the highest bidder shall be required to make a deposit of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) to the Mortgagee by certified check or bank cashier's check (cash will **NOT** be accepted) at the time and place of the Sale as a non-refundable deposit. Regardless of the method of sale, the initial deposit of the highest bidder shall be increased to an amount which, when added to the amount of the initial deposit, is equal to ten percent (10%) of such highest bid at the Sale, and which amount is required to be paid to the Mortgagee by federal funds wire transfer of immediately available funds within ten (10) business days after the date of the Sale. All such deposits, as applicable, shall be at all times non-refundable. The balance of the amount of the highest bid if sold pursuant to Method 1 and the highest bids if sold pursuant to Method 2 is to be paid to the Mortgagee by federal funds wire transfer of immediately available funds in or within thirty (30) calendar days after the date of the Sale, **WITH TIME BEING OF THE ESSENCE**. The highest bidder shall be required to execute a sales agreement at the Sale containing the terms set forth herein and any additional terms set forth in the sales agreement or announced at the Sale.

The Mortgaged Property is to be sold together with, subject to, and with the benefit of, all easements, restrictions, covenants, orders of condition, building and zoning laws, unpaid taxes, tax titles, water bills, environmental liens or restrictions, municipal liens and assessments, unpaid condominium fees pursuant to Massachusetts General Laws Chapter 183A, as amended, the rights of tenants and parties in possession, existing encumbrances, any and assessments, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the Mortgage and the Mortgagee's security interest in the Personal Property, 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.

If the highest bidders for the Mortgaged Property, whether the Mortgaged Property is sold pursuant to Method 1 or Method 2, fails to fulfill such highest bidder's obligations under the terms of a sales agreement to be entered into by such bidder with the Mortgagee immediately after the Sale, Mortgagee may, at its option, either assume such highest bid or sell the Mortgaged Property, or any portion thereof, as applicable, to the second highest bidder, provided that the Mortgagee in its discretion may require the second highest bidder to (i) within ten (10) business days after written notice to the second highest bidder of the default of the highest bidder, execute a sales agreement and simultaneously pay a deposit to the Mortgagee equal to ten percent (10%) of the second highest bid as a non-refundable deposit, and (ii) within thirty (30) days of said written notice, pay the balance of the second highest bid for the Mortgaged Property to the Mortgagee by federal funds wire transfer of immediately available funds, **WITH TIME BEING**

OF THE ESSENCE. In the event that the highest bidder defaults under the sales agreement executed at the Sale, and the Mortgagee sells the Mortgaged Property, or any portion thereof, 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 the sales agreement. No such assumption of the highest or second highest bid or sale of the Mortgaged Property or any portion thereof by the Mortgagee to such second highest bidder shall relieve the highest or second highest bidder, as applicable, from its obligations under their respective sales agreements nor operate as a waiver by the Mortgagee of its rights and remedies against the highest or second highest bidder at the Sale.

In the event of any typographical errors in the publication of the legal description of the Real 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, compliance with Title 5 of the State Environmental Code, state and city requirements regarding smoke detection equipment, lead pain regulations, 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 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. To the extent that the Mortgaged Property and the transfer hereunder include the Personal Property, then all such items shall be conveyed “AS-IS”, “WHERE-IS”, and “WITH ALL FAULTS” AND SUCH SECURED PARTY’S SALE IS MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY AND WITHOUT ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WITHOUT ANY WARRANTY RELATING TO TITLE, POSSESSION, OR QUIET ENJOYMENT.

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.

OTHER TERMS, IF ANY, TO BE ANNOUNCED AT THE SALE.

DEDHAM INSTITUTION FOR SAVINGS,
Present holder of the Mortgage

By Its Attorneys,

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EXHIBIT A
(Real Property)
Legal Description of Property

THE REAL PROPERTY TO BE SOLD CONSISTS OF THE PREMISES AS DESCRIBED IN THE MORTGAGE, EXCEPTING AND EXCLUDING SO MUCH AS HAS BEEN RELEASED FROM THE MORTGAGE OF RECORD.

Property: 56 Farwell Street (Lots 1-6), Newton, Middlesex County, Massachusetts

Those certain parcels of land with the buildings thereon, situated in Newton, Massachusetts, and being shown as Lots 1 through 6 both inclusive and the fee in the private way all as shown on a “Definitive Plan of Land Proposed Private Way off Farwell Street ‘Cover Sheet’ Newton, Massachusetts”, dated July 2, 2018, prepared by VTP Associates, Inc. Land Surveyors- Civil Engineers, 132 Adams Street, Newton, Massachusetts, and recorded on August 10, 2018 with Middlesex South District Registry of Deeds as Plan No. 648 (sheets 1-13) Plan Book 2018.

Said parcel is subject to a 38.00 feet wide Metropolitan Sewer Easement as shown on said plan.

Said premises are conveyed subject to and with the benefit of a Declaration of Easements, covenants and Restrictions- Farwell Lane Trust dated August 13, 2018 and recorded with said Deeds in Book 71463, Page 129.

Being the same premises described in a deed from Turtle Lane LLC recorded in Book 73486, Page 12.

LOT 1 HAS BEEN RELEASED OF RECORD AND IS NOT INCLUDED AS PART OF THE SALE.

EXHIBIT B
(Personal Property)

(i) all rights now or hereafter existing, belonging or pertaining to the Mortgaged Property; (ii) all goods, furniture, machinery, equipment, fixtures, accounts, contract rights, documents, instruments, proceeds of insurance, general intangibles and other items of personal property of the Mortgagor or in which it has an interest, now owned or hereafter acquired, that are located on or used in connection with the Mortgaged Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking; (iv) all of the rights and benefits of Mortgagor under any present or future leases and agreements relating to the Mortgaged Property, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of Mortgagor of any kind arising thereunder; and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Mortgaged Property

All licenses, permit, contracts, contract rights, warranties, development rights, agreements, consents and approvals,