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MORTGAGEE'S FORECLOSURE SALE

31 GARFIELD STREET
LAWRENCE, MASSACHUSETTS

FEBRUARY 16, 2022

Index of Documents Available for Inspection by Qualified Bidders

1. Mortgagee's Notice of Sale of Real Estate;
2. Additional Terms of Mortgagee's Sale;
3. Memorandum of Foreclosure Sale; and
4. Municipal Lien Certificate.

THE INFORMATION AND DOCUMENTATION HEREIN CONTAINED IS FOR INFORMATIONAL PURPOSES ONLY, AND NO REPRESENTATION AS TO ITS TRUTH OR ACCURACY IS MADE. ALL OF THE INFORMATION AND DOCUMENTATION PROVIDED HEREIN HAS BEEN COMPILED FROM PUBLIC RECORDS AND/OR OBTAINED FROM THIRD PARTIES AND THE READER SHOULD MAKE AND DRAW HIS/HER OWN CONCLUSIONS AS TO ITS RELIABILITY AND RELEVANCY.

Buyer: _____ (the "BUYER")

Buyer's Address: _____

Purchase Price: _____

(the "PURCHASE PRICE")

MEMORANDUM OF FORECLOSURE SALE

31 GARFIELD STREET
LAWRENCE, MASSACHUSETTS

1. This Agreement, dated this 16th day of February, 2022, is by and between PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION, AS SUCCESSOR BY MERGER TO RIVER BANK ("SELLER"), holder of a mortgage given by Michel Pelletier, a/k/a Michael Pelletier to River Bank, dated July 7, 2010 and recorded with the Essex North District Registry of Deeds in Book 12097, Page 296 (the "Mortgage"), and BUYER.

2. BUYER hereby acknowledges that it has this day purchased at public auction conducted by James R. St. Jean Auctioneers, upon the terms and conditions hereinafter set forth, the interest of the SELLER in certain property known as 31 Garfield Street, Lawrence, Massachusetts, more particularly described in the "Mortgagee's Notice of Sale of Real Estate," a copy of which is attached hereto and incorporated herein by reference (the "Premises").

3. The Premises shall be conveyed by a good and sufficient foreclosure deed (without covenants or warranties) running to BUYER.

4. The Premises will be sold subject to and with the benefit of, among other things, all easements, restrictions, reservations and conditions of record and subject to all rights, if any, of others, if any, relative to leaseholds, and/or tenancies and/or rights of parties in possession, including rights or

claims in improvements and personal property now located on the Premises and installed by current or former owners or occupants, outstanding tax titles, municipal or other public taxes, assessments, liens, or claims in the nature of liens, and existing encumbrances of record with priority over the Mortgage or to which the Mortgage has of record been subordinated.

5. BUYER shall pay the costs of all documents required to be recorded or needed to complete this transaction, as well as all costs of recording and documentary stamps.

6. BUYER has this day purchased the Premises for the PURCHASE PRICE, of which FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS has been paid as a deposit this day. The balance of the purchase price shall be paid in cash, cashier's or certified check drawn on any bank or trust company doing business in the Commonwealth of Massachusetts, with no intervening endorsements, or by federal wire transfer, thirty (30) days after the date of sale hereof and shall be delivered to the law firm of Regnante Sterio LLP, 401 Edgewater Place, Suite 630, Wakefield, Massachusetts 01880. Upon receipt of such balance, Regnante Sterio LLP shall release the purchase price to SELLER and the foreclosure deed to BUYER.

7. Time is of the essence of this Agreement.

8. The acceptance of the foreclosure deed by BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER.

9. If BUYER shall fail to fulfill BUYER's agreements herein, all deposits made hereunder by BUYER shall be forfeited BUYER and retained by SELLER. It is the specific intention of the parties that, in addition to said retention of the deposit, SELLER shall be entitled to all remedies at law and in equity for any default by BUYER under this Agreement, including, without limitation, the right to demand specific performance of BUYER's obligations hereunder and the right to require BUYER to pay SELLER for all losses and expenses, including, without limitation, attorneys' fees and costs, incurred by SELLER as a result of BUYER's non-performance, including, without limitation, losses and expenses incurred by SELLER in conducting another foreclosure sale of the Premises, and losses

for the difference between the amount of BUYER's bid for the PREMISES at the foreclosure sale and the amount for which the PREMISES are sold to a junior bidder or at any subsequent foreclosure sale, if the subsequent bid is lower than BUYER's bid.

10. BUYER acknowledges that BUYER has not been influenced to enter into this transaction, nor has it relied upon any warranty or representation, expressed or implied, not set forth in this Agreement or in the legal advertisements of this sale. Specifically, BUYER acknowledges that SELLER has made no representation or warranty concerning the compliance of the Premises with any and all building, subdivision, zoning, sanitary, environmental condition, usage or other local, state or federal laws, ordinances or regulations which may affect BUYER's use and/or enjoyment of the Premises. Moreover, BUYER acknowledges that SELLER has made no representation or warranty as to the state of title, utilities, or the condition or permitted use of the Premises. Any improvements on the Premises are sold "AS IS, WHERE IS," with no warranty expressed or implied.

11. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, rental payments, liens or claims in the nature of liens, as BUYER shall take the Premises subject to all taxes, charges, assessments, and liens due up to the date of delivery and recording of the foreclosure deed.

12. If SELLER cannot perform its obligations hereunder, BUYER's sole recourse shall be a return of the deposit.

13. The Additional Terms of Mortgagee's Sale of Mortgaged Premises, attached hereto, are incorporated herein by reference.

14. This Agreement is executed in multiple counterparts and is to be construed as a Massachusetts contract, to take effect as a sealed instrument, and sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified, or amended

only by a written instrument executed by SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several.

NOTHING CONTAINED IN THE MATERIALS ATTACHED OR IN ANY OTHER MATERIALS FURNISHED IN CONNECTION WITH THIS FORECLOSURE SALE CONSTITUTES A REPRESENTATION, WARRANTY OR LEGAL OPINION OF THE AUCTIONEER, SELLER OR SELLER'S ATTORNEYS OF THE ACCURACY OR COMPLETENESS OF ANY INFORMATION THEREIN, AND SELLER, ITS ATTORNEYS AND THE AUCTIONEER EXPRESSLY DISCLAIM ANY RESPONSIBILITY THEREFOR. SELLER, ITS ATTORNEYS AND THE AUCTIONEER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS, COST OR DAMAGE ARISING THEREFROM.

Witness to all:

PEOPLE'S UNITED BANK,
NATIONAL ASSOCIATION
("Seller")

By _____
CHRISTOPHER DROZNICK,
Vice President

("Buyer")

Print Name

Address

Telephone Number

JAMES R. ST. JEAN AUCTIONEERS

Time of Execution: _____

By: _____

**ADDITIONAL TERMS OF MORTGAGEE'S SALE OF
MORTGAGED PREMISES**

1. The auctioneer shall prequalify bidders by inspecting their deposit checks and requiring reasonable identification of such bidders.
2. The title to the Mortgaged Premises (as described in the "Mortgagee's Notice of Sale of Real Estate") shall be that which was conveyed by mortgage deed to the Mortgagee and the purchaser shall take title to the Mortgaged Premises by the usual foreclosure deed, without covenants.
3. The successful bidder, other than the Mortgagee, shall deposit the required deposit with the auctioneer when the auctioneer so requires, properly endorsed if necessary, which deposit, and any additional deposit, shall be forfeited if, after the Mortgaged Premises are sold to him or her, the bidder shall refuse to execute the Memorandum of Foreclosure Sale, or if, after signing, the bidder does not perform the bidder's part of the agreement. In case of forfeiture, all deposits shall become the property of the Mortgagee and such forfeiture by the bidder shall not release the bidder from his or her agreement, and the Mortgagee shall be entitled to all remedies at law or in equity for any default by the bidder under the agreement, including, without limitation, the right to demand specific performance and the right to require the bidder to pay the Mortgagee for all losses and expenses, including, without limitation, attorneys' fees and costs, incurred by the Mortgagee as a result of bidder's non-performance, including, losses and expenses for conducting another foreclosure sale of the Mortgaged Premises, and losses for the difference between the amount of the bidder's bid at the foreclosure sale and the amount for which the Mortgaged Premises are sold to the second highest bidder or at any subsequent foreclosure sale, if the subsequent bid is lower than the bidder's bid. No interest shall be paid on said deposit or any funds held hereunder pending delivery of the foreclosure deed.
4. The balance of the purchase price shall be paid thirty (30) days after the date of sale, to the law firm of Regnante Sterio LLP, attorneys for the Mortgagee. Upon receipt of the balance of the purchase price, Regnante Sterio LLP shall release the full purchase price to the Mortgagee and shall deliver the foreclosure deed to the buyer at the offices of Regnante Sterio LLP, 401 Edgewater Place, Suite 630, Wakefield, Massachusetts 01880, provided that the day of delivery of the full purchase price is one on which the applicable Registry of Deeds is open for business, and if not, then on the next day on which such Registry is open for business. Time is of the essence of this Agreement.
5. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, rental payments, condominium fees and assessments, liens or claims in the nature of liens, as the successful bidder shall take the property subject to all taxes, charges, condominium fees and assessments, and liens due up to the date of delivery of the foreclosure deed. A copy of the Municipal Lien Certificate issued by the City of Lawrence is available for review.
6. The successful bidder shall pay the costs of all documents required to be recorded or needed to complete this transaction, as well as all costs of recording and documentary stamps.

7. In the event that the successful bidder at the foreclosure sale shall default in purchasing the Mortgaged Premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Foreclosure Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to a junior bidder at the amount of the junior bid, (to be offered to junior bidders in the sequence of bids, commencing with the second highest bid) or to hold a subsequent foreclosure sale.
8. The Mortgagee reserves the right to reject any bid made at auction.
9. If the Mortgagee fails to perform its obligations under the Memorandum of Foreclosure Sale, the successful bidder's sole recourse shall be a return of the deposit.