

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain mortgage given by 121 NORTH COMMON LLC to ENTERPRISE BANK AND TRUST COMPANY, dated June 23, 2021, and recorded with the Essex South District Registry of Deeds in Book 40011, Page 463, of which mortgage ENTERPRISE BANK AND TRUST COMPANY, with a place of business at 222 Merrimack Street, Lowell, Massachusetts 01852, is the present holder, for breach of the conditions contained in said mortgage, namely, failure to make payments when due, and for the purpose of foreclosing the same, there shall be sold at Public Auction on Tuesday, August 29, 2023, at 11:00 a.m., on the mortgaged premises known as 121 North Common, a/k/a 121 North Common Street, Lynn, Massachusetts, where a flag shall be erected on the day of such sale, the premises described in said mortgage, to wit:

The land in Lynn, Essex County, Massachusetts, together with the buildings thereon, bounded and described as follows:

Southerly by North Common Street, sixty-three and 85/100 (63.85) feet;

Westerly by land now or late of Hay, eighty-three and 50/100 (83.50) feet;

Northerly by land now or late of Fluke, thirty-eight and 50/100 (38.50) feet;

Easterly by Whiting Street on a curved line, one hundred one and 57/100 (101.57) feet.

For Mortgagor's Title, see Deed dated October 10, 2017 and recorded with the Essex South District Registry of Deeds in Book 36255, Page 434.

The Mortgaged Premises shall be sold subject to any and all unpaid taxes, charges and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over the mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all leaseholds, tenancies and/or rights of parties in possession, including rights or claims in any improvements and personal property, including but not limited to the docks, now located on or attached to the Mortgaged Premises and installed by current or former owners or occupants. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph, and no representations are made concerning compliance with applicable zoning, subdivision, state and local building, environmental, sanitary or other Federal, State and/or Municipal regulations, utilities, condition or permitted use of the premises, state of title, or otherwise.

**TERMS OF SALE:**

Cash, cashier's or certified check drawn upon any bank or trust company doing business in the Commonwealth of Massachusetts, in the sum of TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS (the "Initial Deposit"), must be presented at the time and place of the sale in order to qualify as a bidder and shall be tendered by the purchaser at the time and place of sale; the high bidder shall pay an additional deposit to Mortgagee's attorney, Regnante Sterio LLP, 401 Edgewater Place, Suite 630, Wakefield, MA 01880, within five (5) business days of the auction date, in an amount equal to the difference between the ten (10%) percent of the amount of the high bid and the amount of the Initial Deposit; the high bidder shall execute and agrees to comply with the terms of the written Memorandum of Foreclosure Sale upon acceptance of his/her bid; the balance of the bid price shall be paid in cash, cashier's check drawn upon any bank or trust company doing business in the Commonwealth of

Massachusetts, or by federal wire transfer, in or within thirty (30) days after the date of sale. The deed for the Mortgaged Premises shall be delivered upon receipt of the balance of the purchase price.

The mortgagee reserves the right to postpone the sale to a later date by public proclamation by the mortgagee, its attorney, or its auctioneer at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

Sale to be conducted by JSJ AUCTIONS, 45 Exeter Road, P.O. Box 400, Epping, New Hampshire 03042, Auctioneer's License No. 838, Telephone No. (603) 734-4348, Internet: [www.jsjauctions.com](http://www.jsjauctions.com).

ENTERPRISE BANK AND TRUST COMPANY,  
PRESENT HOLDER OF SAID MORTGAGE,  
By Its Duly Authorized Attorneys

REGNANTE STERIO LLP

By \_\_\_\_\_  
PAUL G. CROCHIERE, ESQUIRE  
401 Edgewater Place, Suite 630  
Wakefield, Massachusetts 01880  
Telephone: (781) 486-6222