

Buyer: \_\_\_\_\_ (the "BUYER")

Buyer's Address: \_\_\_\_\_

Purchase Price: \_\_\_\_\_  
\_\_\_\_\_ (the "PURCHASE PRICE")

MEMORANDUM OF FORECLOSURE SALE

22 FELTON STREET  
WALTHAM, MASSACHUSETTS

1. This Agreement, dated this 9th day of January, 2024, is by and between CAMBRIDGE SAVINGS BANK, with a place of business at 81 Wyman Street, Waltham, Massachusetts 02451 ("SELLER"), holder of a Mortgage, Security Agreement and Assignment (the "Mortgage") given by 22 FELTON STREET, LLC to CAMBRIDGE SAVINGS BANK, dated December 22, 2015, and recorded with the Middlesex South District Registry of Deeds in Book 66581, Page 360 (the "Mortgage"), and the BUYER.

2. The BUYER hereby acknowledges that it has this day purchased at public auction conducted by JSJ AUCTIONS, upon the terms and conditions hereinafter set forth, the interest of the SELLER in certain property located at 22 Felton Street, Waltham, 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 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 TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS (the "Initial Deposit") has been paid as a deposit, and the high bidder shall pay an additional deposit to Mortgagee's attorney, Regnante Sterio LLP, 401 Edgewater Place, Suite 630, Wakefield, MA 01880, within three (3) 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 balance 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, on or before forty-five (45) days after the date of sale to SELLER 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 foreclosure deed to BUYER.

7. It is hereby agreed that 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 the BUYER shall be forfeited by BUYER and retained by SELLER. 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

incurred by SELLER as a result of BUYER's non-performance, including, without limitation, reasonable attorneys' fees incurred by SELLER in conducting another foreclosure sale of the Premises, and 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 the second highest 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 by SELLER or its agents to enter into this transaction, nor has it relied upon any warranties or representations, expressed or implied, not set forth in this Agreement or in the legal advertisements of this sale. Specifically, BUYER acknowledges that the SELLER has made no representation or warranty concerning the compliance of the Premises with any and all building, subdivision, zoning, sanitary, environmental, usage or other local, state or federal laws, ordinances or regulations or occupancy status which may affect BUYER's use and/or enjoyment of the Premises. Moreover, BUYER acknowledges that SELLER has made no representations or warranties 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 warranties expressed or implied.

11. No adjustment shall be made for real estate taxes or payments due in lieu thereof, assessments, or other municipal charges, liens or claims in the nature of liens. 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 is unable to convey good record title to BUYER for any reason, SELLER's sole responsibility shall be the return of any deposit paid, and BUYER shall have no other recourse or remedy against SELLER, either at law or in equity.

13. This Agreement may be 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,

devises, 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.

14. The Additional Terms of Mortgagee's Sale of Real Estate, attached hereto, are incorporated herein by reference.

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 THE 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:

CAMBRIDGE SAVINGS BANK  
("Seller")

\_\_\_\_\_

By \_\_\_\_\_

Its:

\_\_\_\_\_  
("Buyer")

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

Time of Execution: \_\_\_\_\_

\_\_\_\_\_  
, Auctioneer

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 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, the deposit 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 incurred by the Mortgagee as a result of bidder's non-performance, including, without limitation, reasonable attorney's fees, in conducting another foreclosure sale of the Mortgaged Premises, and 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 within forty-five (45) 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, liens or claims in the nature of liens, as the successful bidder shall take the property subject to all taxes, charges, 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 Waltham 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 the second highest bidder at the amount of the second highest bid.