

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain Mortgage and Security Agreement (the "Mortgage") given by MOHAMMAD FAROOQ AFREEDI to PRIMARY BANK, dated March 16, 2022, and registered with the Essex North Registry District of the Land Court as Document No. 126,824, as noted on Certificate of Title No. 16594, of which Mortgage PRIMARY BANK, with a place of business at 207 Route 101, Bedford, New Hampshire 03110 (the "Mortgagee"), is the present holder, for breach of the conditions contained in said Mortgage, namely, failure to make payments when due, for the purpose of foreclosing the same, there shall be sold at Public Auction on Tuesday, June 11, 2024, at 11:00 a.m., on the mortgaged premises known as 3 Regency Ridge, Andover, Massachusetts, where a flag shall be erected on the day of such sale, the premises described in said mortgage, to wit:

The land, with the buildings thereon, shown as Lot 84 on Land Court Plan No. 4162-7 filed with Certificate of Title 12385. Lot 84 contains approximately 53,171 square feet according to said Plan.

Lot 84 is conveyed subject to the reservation of an Easement over, upon, under and through those portions of Lot 84 as shown as "40' Wide Drainage Easement" on the Plan and on a plan entitled "Easement Plan of Land in Andover, Massachusetts Regency Heights" Scale 1" = 60', Date: January 21, 1999 by Dana F. Perkins, Inc. Consulting Engineers & Land Surveyors, which plan is recorded with the Essex North District Registry of Deeds as Plan No. 13414 (the "Easement Plan"), for the purpose of installing, maintaining, repairing or altering water pipes, drainage and detention area and appurtenances.

Excepting therefrom the fee in Regency Ridge but together with the right to use the way, subject to the rights of others so entitled, as shown on said plan for all purposes for which streets and ways are used in the Town of Andover.

Said Lot is conveyed together with and subject to an Easement Deed from Grantors to Richard F. Jones, d/b/a Jones Agency, Inc., its successors and assigns, dated May 4, 2006 and recorded at the Essex North District Registry of Deeds on October 26, 2006 as Document No. 92,923 on Certificate No. 13402.

Said Lot is conveyed together with and subject to Declaration of Common Scheme Restrictions for Regency Heights filed as Document No. 69359.

Said Lot is conveyed together with and subject to Declaration of Regency Heights Homeowners Association recorded February 12, 1999 as Document No. 69754.

Said Lot is conveyed together with and subject to the Bylaws of the Regency Heights Homeowners Association recorded February 12, 1999 as Document No. 69575.

Said Lot is conveyed together with and subject to the Special Permit granted by the Andover Planning Board and filed as Document No. 69217.

For title reference see deed registered with Essex Registry of Deeds Land Court Department as Document 104,172.

In addition to the above, the Mortgage is subject to the following:

- (a) Mortgage from Moahammad Farooq Afreedi to Guaranteed Rate, Inc., dated October 24, 2011 and filed as Document No. 104234, as assigned to JP Morgan Chase Bank by assignment dated December 22, 2017 and filed as Document No. 117223, as further assigned by assignment to US Bank, N.A., dated August 19, 2019 and filed as Document No. 120681.
- (b) Mortgage from LabUSA, Inc. to American First Federal Inc., dated July 10, 2018 and filed as Document No. 118473.
- (c) Execution issued against LabUSA, Inc. by Edward Deatley on December 10, 2019, filed as Document No. 121251.
- (d) Special Permit granted by the Andover Planning Board and filed as Document No. 69575.

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 and/or rights 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 any leaseholds, tenancies and/or rights of parties in possession, including rights or claims in any improvements and personal property now located on 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, rights or existence of occupants, or otherwise.

TERMS OF SALE:

Cashier's or certified check drawn upon any bank or trust company doing business in the Commonwealth of Massachusetts, in the sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) 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 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 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 forty-five (45) 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 Mortgagee further reserves the rights to bid on its own behalf and to reject any and all bids. The description for the premises contained in the 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) 734-4848, Internet:

www.jsjauctions.com

PRIMARY BANK,
PRESENT HOLDER OF SAID MORTGAGE,
By Its Duly Authorized Attorneys

REGNANTE STERIO LLP

By _____
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