## LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain Mortgage given by Bosque Investments LLC to Enterprise Bank and Trust Company, dated September 3, 2021 and recorded in the Essex North District Registry of Deeds in Book 17116, Page 229, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 60 Pine Street, Unit A, Methuen, Massachusetts will be sold at a Public Auction at 11:00 AM on Friday, March 28, 2025, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

Unit No. A. Building No. 1 (the "Unit") of International Mills, A Condominium, 60 Pine Street, Methuen, Essex County, MA (the "Condominium"), established pursuant to Massachusetts General Laws Chapter 183A, by MASTER DEED dated November 23, 2005, recorded with Essex North District Registry of Deeds on November 23, 2005, in Book 9901, Page 333, as thereafter amended (the "Master Deed").

The Unit is built as shown on the site and floor plans recorded simultaneously with said Master Deed as Plan No. 15264, in the said Essex North Registry, and on the copy of the portion of said plans attached to this Unit Deed and made a part thereof, to which is affixed the verified statement in the form required by Section 9 of said Chapter 183A. The Unit shall be used for all purposes which are permitted as such are more particularly provided in the said Master Deed.

Said Unit is conveyed, as built, together with:

- (1) An undivided <u>11.00%</u> interest in the Common Areas and Facilities of the property attributable to said Unit and as shown in Appendix B of said Master Deed;
- (2) Exclusive rights to use of certain Limited Common Area, if any, subject however, to obligation as to maintenance and repair of same, as set forth in said Master Deed:
- (3) A non-exclusive easement for structural support and for the continuance of all encroachments by the Unit on any other Units or Common Area in the Condominium, all as more particularly set forth in said Master Deed;
- (4) An easement in common with owners of other Units to use any part, or parts, of the Common Area, which are located in any of the other Units, or elsewhere on or in the Condominium, including, but not by way of limitation, same as are described in said Master Deed.

## This Unit is subject to:

- (1) A non-exclusive easement in favor of other Units and Common Areas in the Condominium for structural support and for the continuance of all encroachments of such other Units and Common Area in the Unit, all as more particularly provided in said Master Deed;
- (2) Exclusive rights in favor of the owners of any Units to use portions of the Condominium which are designated as Limited Common Area, as provided in said Master Deed:

- (3) The provisions of the Master Deed, By-Laws and Condominium Rules, including Appendices thereto, recorded with Essex North District Registry of Deeds as referenced hereinabove, and the Site Plans and Floor Plans for the Condominium recorded contemporaneously with and as a part of said Master Deed (as referenced hereinabove) and as the same may be further amended from time to time, by instrument or instruments executed pursuant to General Laws, Chapter 183A and recorded with said Essex North District Registry Of Deeds, all of which, including amendments thereto, if any, shall constitute covenants running with the land which shall be binding upon any and all persons having at any time, any interest or estate in the said Unit herein conveyed, their heirs, successors and assigns, their servants and visitors, as though all of such provisions, amendments and instruments were recited and stipulated herein;
- (4) All the restrictions on the use of said Unit, as are more particularly set forth in any other provisions of the aforesaid Master Deed.

There is expected from the Unit and Common Area lying therein, all as provided in said Master Deed, and the within conveyed premises are subject to and have the benefit of easements as may exist for utilities service for the entire premises submitted under said Master Deed, insofar as the same may be now in force and applicable.

For mortgagor's title see deed recorded with the Essex North District Registry of Deeds in Book 17116, Page 225.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of Sale: Cash, cashier's or certified check in the sum of \$10,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Van Dam Law LLP, 233 Needham Street, Suite 540, Newton, MA 02464 or such other time as may be designated by mortgagee. The description of 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.

Enterprise Bank and Trust Company, Present Holder of Said Mortgage. By its Attorneys, Van Dam Law LLP 233 Needham Street, Suite 540 Newton, MA 02481 (617) 969-2900