

## MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain Mortgage, Security Agreement and Assignment of Rents and Leases dated March 19, 2013, given by 7 BAY CORP. to UNITED BANK and recorded with the Plymouth County Registry of Deeds (the "Registry") in Book 42826, Page 329 assigned to UB PROPERTIES, LLC, by Assignment of Mortgage dated December 15, 2015, recorded with the Registry in Book 46393, Page 96 together, assigned to NATIONAL LUMBER COMPANY ("Mortgagee"), by Assignment of Mortgage, dated May 12, 2017, recorded with the Registry in Book 48435, Page 264 ("Mortgage") and of which Mortgage the undersigned is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, will be sold at Public Auction at 11:00 A.M., on Friday, the 24<sup>th</sup> day of April, 2020, at the premises hereinafter described, all and singular the premises described in the Mortgage, together with the land and all buildings known as and numbered 7 Bay Street, Hull, Massachusetts and all buildings, structures and improvements now or hereafter constructed and existing thereon; all rights of way or use, servitudes, licenses, tenements, hereditaments, appurtenances, easements and other rights now or thereafter existing, belonging or pertaining thereto; all right, title and interest in and to any award or payment upon any condemnation; all fixtures and other articles of every kind and nature whatsoever now or hereafter owned or leased by 7 Bay Corp., insofar as the same are part of the real estate, including, without limiting the generality of the foregoing, any and all boilers, pumps, tanks, electric panel switchboards, lighting equipment and wiring, heating, plumbing and ventilating apparatus, sprinklers, if any, elevators, escalators, refrigerating, air conditioning and air-cooling equipment and other building service equipment (collectively, the "Premises"), to wit:

PREMISES: Units 4, 5, 8 and 9, Estuary Condominiums  
7 Bay Street, Hull, Plymouth County, Massachusetts

That certain parcel of land being known and numbered as 7 Bay Street, Hull, MA situated at the intersection of Bay Street and George Washington Blvd. and being shown as parcel #34-002 in the records of the Hull Assessors and on the town atlas. Said property contains eighty four one hundredths (84/100) of one acre as currently constituted and shown on said Atlas, together with such riparian rights and lands as have accreted and may from time to time accrete thereto and ownership of all adjoining tidal lands to the low water mark thereof.

For title reference see Deed Book 35319, Page 163."

The Premises are now known as The Estuary Condominium, a condominium

established by Master Deed dated April 22, 2015 and recorded with the Registry in Book 45472, Page 275 ("Master Deed"). Excepting from the Mortgaged Premises Condominium Unit Nos. 1, 2, 3, 6, 7, 10 and 11 of The Estuary Condominium as described in Condominium Unit Deeds recorded with the Registry in Book 45519, Page 30; Book 47670, Page 32; Book 46638, Page 48; Book 49409, Page 97; Book 50228, Page 178; Book 50448, Page 98; and, Book 49114, Page 142, respectively.

The Premises will be sold and conveyed subject to and with the benefit of the terms, conditions and provisions of each of:

(a) the Master Deed;

(b) all of the right, title and interest of 7 Bay Corp. under the Master Deed and, if any, under The Estuary Condominium Declaration of Trust dated April 22, 2015 recorded with Registry in Book 45472, Page 292 (including, without limitation, any and all rights of 7 Bay Corp. as Declarant) and any amendments thereof;

(c) a Subordination and Collateral Assignment Agreement dated April 23, 2015 by and between United Bank and 7 Bay Corp., recorded with the Registry in Book 45519, Page 22; and

(d) any and all restrictions, easements, improvements, outstanding tax titles, municipal and other public taxes, assessments, liens, or claims in the nature of liens and existing encumbrances of record created prior to the Mortgage or to which the Mortgage is subordinated of record, if any, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the Foreclosure Deed.

The Mortgagee reserves the right to sell the Premises in whole or in part.

Terms of sale: A deposit of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of sale and an additional deposit will be required to be paid by the purchaser within five (5) business days from the date of the sale, which additional deposit shall aggregate, with the initial deposit made by the purchaser, ten percent (10%) of the successful bid. The balance is to be paid by certified or bank check at National Lumber Company, 71 Maple Street, Mansfield, Massachusetts 02048 within thirty (30) days from the date of sale. The successful bidder shall be required to sign a Memorandum of Sale containing the above terms (and any additional terms) at the time and place of sale.

In the event of an error in this Notice of Sale, the description of the

Premises contained in the Mortgage shall control.

Other terms, if any, to be announced at the sale.

National Lumber Company  
Present Holder of Mortgage

Mark E. Barnett, Esquire  
71 Maple Street  
Mansfield, MA 02048  
Attorney for National Lumber Company