

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Mortgage given by Mohammad Farooq Afreedi (the "Mortgagor") to American First Federal, Inc., dated April 22, 2022 (the "Mortgage") and registered with the Essex (North) County Registry District of the Land Court as Document No. 127686 and noted on Certificate of Title No. 16594 of which Mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 AM on the 19th day of December, 2023 at 3 Regency Ridge, Andover, Massachusetts, being more particularly in said mortgage, to wit:

The land 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 instating, maintaining, repairing altering waterpipes, 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 other so entitled, as shown on said plan for all purposes which streets and ways are used in the Town of Andover.

Said Lot is conveying together with and subject to an Easement Deed from Grantors to Richard F. Jones, Inc. 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 at 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.

Subject to all other easements, rights and restrictions of record to the extent in force and Applicable.

For mortgagor's title see deed dated October 14, 2011 and registered with the registry as Document No. 104172 and noted on Certificate of Title No. 16594.

Subject to the following encumbrances:

1. Mortgage dated October 24, 2011 registered with the Registry as Document No. 104234;
2. Mortgage dated July 10, 2018 registered with the Registry as Document No. 118473;
3. Mortgage dated October 23, 2018 registered with the Registry as Document No. 118872;
4. Mortgage dated December 15, 2020 registered with the Registry as Document No. 123713;
and
5. Mortgage dated March 16, 2022 registered with the Registry as Document No. 126824.

In the event of any typographical errors in the publication of this notice, the description in the Mortgage shall control.

Said premises shall also be sold subject to and/or with the benefit of any and all other restrictions, easements, improvements, covenants, outstanding tax titles, municipal or other public taxes, assessments, liens or claims in the nature of liens, attachments and existing encumbrances of record created prior to the Mortgage, if any there be, insofar as in force and applicable.

Said premises will also be sold subject to all leases and tenancies having priority over said Mortgage, to tenancies or rights of parties in possession now or at the time of said auction which are subject to said Mortgage, to rights or claims in personal property installed by tenants or former tenants now located on the premises, and to laws and ordinances including, but not limited to, all building and zoning laws and ordinances.

Terms of sale:

The highest bidder in the sale shall deposit a bank treasurer's check, or certified check in the amount of One Hundred Thousand Dollars (\$100,000.00) at the time and place of the sale as a non-refundable earnest money deposit towards the purchase price to be held at the option of the Mortgagee as liquidated damages for any default by the successful bidder.

The balance of the purchase price shall be paid upon delivery of the deed within thirty (30) days of the date of the public auction. Each successful bidder shall be required to sign a Memorandum of Sale at the public auction containing the terms herein and any additional terms set forth in the Memorandum of Sale or announced at the public auction.

In the event that any successful bidder at the public auction fails to perform in the time specified to purchase the applicable premises, the Mortgagee reserves the right, at its sole election, to sell such premises by foreclosure deed to the other qualified bidders, in descending order beginning with the next highest bidder, provided that in each case the next highest bidder delivers to Mortgagee the amount of the required deposit within three (3) business days after written notice of the default of the previous highest bidder and promptly executes a Memorandum of Sale providing for performance within thirty (30) days of execution. Mortgagee also reserves the right, at its sole election, to assume the bid of any defaulting or declining bidder. The Mortgagee reserves the right to postpone this sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms to be announced at sale.

For inquiries concerning the auction, please contact Stanley Paine at stan@paineauctioneers.com

American First Federal, Inc.,
present holder of the Mortgage,

By its attorney,
Lauren A. Solar, Esq.
Hackett Feinberg P.C.
155 Federal Street, 9th Floor
Boston, MA 02110