LEGAL NOTICE

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in that certain Mortgage and Security Agreement granted by Country Estates of Medfield, LLC, a Massachusetts limited liability company (the **"Mortgagor"**) to Needham Bank (the **"Mortgagee"**) dated as of September 1, 2017, and recorded with the Norfolk County Registry of Deeds (the **"Registry"**) at Book 35613, Page 431, as modified by that certain Modification and Acknowledgement No. 1 to Mortgage dated as of November 20, 2017, and recorded with the Registry at Book 35614, Page 237, and as partially released of record (collectively, as modified and in effect from time to time, and as partially released of record, the **"Mortgage"**), of which the undersigned is the present holder, and pursuant to the security interests and rights granted by the Mortgagor to the Mortgagee under the Mortgage, including without limitation, all of the Mortgagor's rights as declarant pursuant to the Master Deed (as defined below), for breach and default of the conditions of the Mortgage, and for the purpose of foreclosing the same, the Mortgagee will offer certain condominium units which constitute a portion of the property described in said Mortgage and further described on **Exhibit A** annexed hereto and specifically incorporated herein by reference, more commonly known and numbered as **8, 10, 12 and 14 Sunset Way, Medfield, Massachusetts** (collectively the **"Premises"**), for sale at public auction on **October 25, 2023 at 11:00 A.M.** The sale described above will be referred to hereinafter as the **"Sale."** The Sale shall be held at the portion of the Premises commonly known and numbered as 8 Sunset Way, Medfield, Massachusetts.

The Premises have been subsequently subjected to the provisions of Massachusetts General Laws Chapter 183A in connection with the establishment of condominium units as provided in a certain Master Deed of Chapel Hill Landing Condominium dated December 27, 2017 and recorded with the Registry at Book 35711, Page 183 (as amended and in effect from time to time, the **"Master Deed"**). Pursuant to that certain Thirty First Amendment to Master Deed dated as of April 6, 2022, and recorded with the Registry at Book 40445, Page 403, the units known and numbered as 12 Sunset Way and 14 Sunset Way were created. Pursuant to that certain Thirty Fifth Amendment to Master Deed dated as of May 24, 2023, and recorded with the Registry at Book 41211, Page 161, the units known and numbered as 8 Sunset Way and 10 Sunset Way were created.

THE PREMISES TO BE SOLD CONSIST OF THE PREMISES AS DESCRIBED IN THE MORTGAGE, EXCEPTING AND EXCLUDING SO MUCH AS HAS BEEN RELEASED OF PUBLIC RECORD. CERTAIN OF THE CONDOMINIUM UNITS HAVE BEEN RELEASED FROM THE MORTGAGE OF RECORD AND ARE NOT INCLUDED AS PART OF THE SALE. THE UNITS LOCATED AT 8, 10, 12 AND 14 SUNSET WAY, MEDFIELD, MASSACHUSETTS, EACH OF WHICH IS A PORTION OF THE PREMISES, WILL BE OFFERED FOR SALE IN THE ORDER AND MANNER SET FORTH BELOW, AND ARE THE ONLY UNITS TO BE SOLD AT THE SALE.

Method 1: Method 1(a): 8 Sunset Way will be offered for sale at public auction on the Premises at 11:00 A.M. on October 25, 2023.
Method 1(b): 10 Sunset Way will be offered for sale at public auction on the Premises at 11:00 A.M. on October 25, 2023.
Method 1(c): 12 Sunset Way will be offered for sale at public auction on the Premises at 11:00 A.M. on October 25, 2023.
Method 1(d): 14 Sunset Way will be offered for sale at public auction on the Premises at 11:00 A.M. on October 25, 2023.

Method 2: After 8, 10, 12 and 14 Sunset Way have been offered for sale separately in the order and manner set forth hereinabove, the Premises consisting of 8, 10, 12 and 14 Sunset Way will thereafter be offered for sale **in the entirety,** on the Premises at 11:00 A.M. on October 25, 2023. If the highest bid for 8, 10, 12 and 14 Sunset Way, as a single sale (Method 2) shall be equal to or exceed the cumulative total of the highest bids for 8, 10, 12 and 14 Sunset Way separately (Method 1), then the separate highest bids for 8, 10, 12 and 14 Sunset Way (Method 1) shall be voided and 8, 10, 12 and 14 Sunset Way shall be sold to the highest bidder as a single sale pursuant to Method 2. If the bid by the highest bidder for the sale of 8, 10, 12 and 14 Sunset Way as a single sale (Method 2) shall not equal or exceed the total of the cumulative highest bids for 8, 10, 12 and 14 Sunset Way as four separate sales (Method 1), then 8, 10, 12 and 14 Sunset Way will be sold separately to the highest bidders for 8, 10, 12 and 14 Sunset Way, respectively, as separate sales pursuant to Method 1.

TERMS OF SALE. If the Premises shall be sold in four separate sales pursuant to Method 1, the highest bidder(s) for 8, 10, 12 and 14 Sunset Way shall each be required to make a deposit of **TEN THOUSAND AND 00/100 DOLLARS ($10,000.00)** for each unit to the Mortgagee by certified check or bank cashier's check at the time and place of the Sale as a non-refundable earnest money deposit to be held at the option of the Mortgagee as liquidated damages for any default or breach by the highest bidder (cash will NOT be accepted). If the Premises shall be sold in the entirety as a single sale pursuant to Method 2, the highest bidder shall be required to make a deposit of **FORTY THOUSAND AND 00/100 DOLLARS ($40,000.00)** to the Mortgagee by certified check or bank cashier's check at the time and place of the Sale as a non-refundable earnest money deposit to be held at the option of the Mortgagee as liquidated damages for any default or breach by the highest bidder (cash will **NOT** be accepted). Regardless of the method of sale, the balance of the purchase price for the Premises, or any portion thereof, is to be paid to the Mortgagee by certified check, bank cashier's check, or federal funds wire transfer of immediately available funds in or within thirty (30) calendar days from the date of the Sale, **WITH TIME BEING OF THE ESSENCE.**

The Premises are to be sold together with, subject to, and with the benefit of, all easements, restrictions, orders of condition, building and zoning laws, unpaid taxes, tax titles, water bills, environmental liens or restrictions, municipal liens and assessments, unpaid condominium fees, rights of tenants and parties in possession, existing encumbrances, and assessments, and all other claims in the nature of liens, now existing or hereafter arising, having priority over the Mortgage, if any there be. The Premises are also sold subject to the right of redemption of the United States of America, if any there be.

If the highest bidder for the Premises if the Premises are sold pursuant to Method 2, or any unit or units of the Premises if the Premises are sold pursuant to Method 1, fails to fulfill such highest bidder's obligations under the terms of a sales agreement to be entered into by such bidder with the Mortgagee immediately after the Sale, Mortgagee may, at its option, either sell the Premises, or any portion thereof, as applicable, to the second highest bidder at the Sale or assume such highest bid, provided that Mortgagee in its discretion may require (i) such second highest bidder to deposit with the Mortgagee the amount of the required deposit as set forth herein within five (5) business days after written notice to such second highest bidder of the default of the highest bidder, (ii) such second highest bidder to execute a sales agreement and/or assume the obligations of the sales agreement executed by the highest bidder, and (iii) the payment of the balance of the purchase price of the Premises, or any portion thereof, as applicable, to the Mortgagee within thirty (30) days of said written notice, **WITH TIME BEING OF THE ESSENCE** unless the Mortgagee agrees otherwise. In the event that the highest bidder defaults under such sales agreement and the Mortgagee sells the Premises, or any portion thereof, as applicable, to such second highest bidder, the Mortgagee may, at its option, assume such second highest bid should such second highest bidder fail to fulfill its obligations under such sales agreement. No such assumption of a highest or second highest bid or sale of the Premises, or any portion thereof, as applicable, by the Mortgagee to such second highest bidder shall relieve a highest or second highest bidder, as applicable, from its obligations under such sales agreement nor operate as a waiver by the Mortgagee of its rights and remedies against a highest or second highest bidder at the Sale.

In the event of any typographical errors in the publication of the legal description of the Premises in this Notice of Sale, the legal description contained in the Mortgage shall control.

THE SALE OF THE PREMISES WILL BE OFFERED AND SOLD "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS", LATENT OR PATENT, AND SUBJECT TO ALL PRIOR ENCUMBRANCES, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED, OR IMPOSED BY LAW. The transfer of the Premises will be made and accepted by the highest bidder without any other expressed or implied representations or warranties whatsoever, including, but not limited to, representations regarding acreage, description of the Premises, uses, rent rolls, leases, outstanding taxes, liens and encumbrances, title and/or title matters, availability of any utilities, building permits, occupancy, any matter relating to any structure on the Premises, or any other matter. The highest bidder shall be deemed to have expressly acknowledged by participation in the Sale that any warranty or representation, other than those contained herein, are without authority and that the highest bidder has duly inspected the Premises, the title thereto, the occupancy thereof, and all other matters in connection with the Sale by itself and by its own experts, including counsel, as the highest bidder has elected to consult. To the extent that the Premises and the transfer hereunder include fixtures or other personalty, then all such items shall be conveyed "AS-IS", "WHERE-IS", and "WITH ALL FAULTS". THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MORTGAGEE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING TITLE TO ANY SUCH FIXTURES OR OTHER PERSONALTY. From and after the conclusion of the Sale, all risk of loss or damage to the Premises shall pass to, and be borne by, the highest bidder.

The Mortgagee reserves the right to credit bid at the Sale, to advance its bid at the Sale, and to pause and/or postpone the Sale by auctioneer's public proclamation. The Mortgagee further reserves the right to change terms of the Sale at the Sale or to add additional terms and to qualify some or all bidders.

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

NEEDHAM BANK,

Present holder of the Mortgage By Its Attorneys, Douglas K. Clarke, Esquire Riemer & Braunstein LLP 100 Cambridge Street, 22nd Floor Boston, Massachusetts 02114 Tel: 617-880-3485 Email: dclarke@riemerlaw.com

EXHIBIT A Property Description

Property Address: 21, 25 and 29 Hospital Drive, Medfield, Massachusetts

21 Hospital Road, Medfield, Norfolk County, Massachusetts

Said parcel is shown as lots numbered 3 and 5 (excepting fee in Hospital Road) on a plan drawn by Cheney Engineering Co., Inc., Surveyors, dated February 1976, as approved by the Land Court, filed in the Land Registration Office as No. 30011B, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 102923, Book 515. The above described land is subject to a slope easement by the County Commissions of Norfolk County as set forth in Document No. 252676. See order of Court filed as Document No. 363927, as affected by Document No. 389998.

For Reference to Title, see Certificate No. 191843. See also Voluntary Withdrawal recorded in Norfolk Land Court as Document No. 1382237.

25 Hospital Road, Medfield, Norfolk County, Massachusetts

The land and improvements thereon located in Medfield, Norfolk County, Massachusetts and being the same premises conveyed to the Grantor by deed dated December 22, 2010 and recorded with the Norfolk County Registry of Deeds in Book 2651, Page 426. Also, being shown as a Lot E on plan recorded with said Deeds in Book 2651, Page 426.

For Reference to Title, see Norfolk Deeds Book 33564, Page 340.

29 Hospital Road, Medfield, Norfolk County, Massachusetts

Four certain parcels of land, together with the buildings thereon, situated in Medfield, Norfolk County, Massachusetts, bounded and described as follows:

First Parcel:

The land with all the buildings and improvements thereon, situated on the Northeasterly side of Hospital Road (formerly known as Asylum Road and sometimes Canal Street) in said Medfield, that is shown as Lot A on a plan of land entitled "Plan of Land in Medfield, Mass.", drawn by Kenneth E. McIntyre, Civil Engineer, under date of October 21, 1946 and recorded with Norfolk County Registry of Deeds Book 2651, Page 426, and bounded and described as follows:

SOUTHWESTERLY by Hospital Road, as shown on said plan, seventy-five and 90/100 (75.90) feet;

NORTHWESTERLY by Lot B, as shown on said plan, one hundred five and 99/100 (105.99) feet;

NORTHEASTERLY by said Lot D, as shown on said plan, seventy-seven and 38/100 (77.38) feet; and

SOUTHEASTERLY by said Lot D, as shown on said plan, one hundred five and 72/100 (105.72) feet.

Second Parcel:

The land with the buildings thereon in Medfield, Norfolk County, Massachusetts, shown as Lot B on a plan of land entitled "Plan of Land in Medfield, Mass.", drawn by Kenneth E. McIntyre, C.E., dated October 21, 1946, duly recorded with said Deeds, bounded and described as follows:

SOUTHERLY by Hospital Road, ninety-five and 92/100 (95.92) feet;

EASTERLY by Lot A and Lot D, shown on said plan, one hundred twenty-nine and 70/100 (129.70) feet;

NORTHERLY by Lot C, as shown on said plan, one hundred twenty-nine and 76/100 (129.76) feet; and

WESTERLY by land of the Commonwealth of Massachusetts, one hundred thirteen and 58/100 (113.58) feet.

Containing 13,404 square feet of land, more or less, according to said plan.

Third Parcel:

The land situated at the Northerly part of said Medfield, shown as Lot D on a plan of land entitled, *"Plan of Land in Medfield, Mass.", dated October 21, 1946, prepared by Kenneth A. McIntyre, C.E., recorded with* said Deeds in Book 2651, Page 426, bounded and described as follows:

SOUTHERLY by Hospital Road, eighty-five and 35/100 (85.35) feet;

EASTERLY by Lot E, as shown on said plan, five hundred ten and 53/100 (510.53) feet;

NORTHERLY by land of the Commonwealth of Massachusetts, five hundred thirty-two and 40/100 (532.40) feet;

WESTERLY in part by Lot C, as shown on said plan, two hundred seventy-nine and 78/100 (279.78) feet;

WESTERLY again by Lot B, as shown on said plan, twenty-three and 71/100 (23.71) feet;

SOUTHERLY again by Lot A, as shown on said plan, seventy-seven and 38/100 (77.38) feet; and

EASTERLY again by Lot A, as shown on said plan, one hundred five and 72/100 (105.72) feet, to the point of beginning.

Containing 2.7 acres, more or less, according to said plan.

Fourth Parcel:

The land in said Medfield, together with any improvements thereon, shown as Lot C on a plan of land recorded with Norfolk County Registry of Deeds as Plan No. 1126 of 1946 in Book 2651, Page 426, bounded and described as follows:

NORTHWESTERLY by land now or formerly of the Commonwealth of Massachusetts, as shown on said plan, two hundred thirty and 35/100 (235.35) feet;

NORTHEASTERLY by Lot D, shown on said plan, two hundred seventy-nine and 78/100 (279.78) feet; and

SOUTHWESTERLY by Lot B, shown on said plan, one hundred twenty-nine and 76/100 (129.76) feet.

Containing 14,912 square feet of land, more or less, according to said plan. For Reference to Title, see Norfolk Registry of Deeds Book 33500, Page 500. Premises are also shown on Plan entitled "Plan of Land on Hospital Road in Medfield Massachusetts" by Mckenzie Engineering Group Inc, dated August 11, 2017 and recorded in Norfolk Registry of Deeds Book 662 Page 44 on September 29, 2017.

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