

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Maria T. Batilo, Trustee of Ariana Realty Trust under Declaration of Trust dated October 14, 2005 recorded with the Barnstable County Registry of Deeds in Book 20367, Page 285, and Maria T. Batilo, Individually, to Middlesex Loans, LLC, dated October 30, 2018, and recorded at the Barnstable County Registry of Deeds in Book 31632 at Page 196; as affected by a certain affidavit dated May 5, 2025 and recorded at the said Registry of Deeds in Book 36958, Page 315, 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 A.M. on the 10th day of July 2025 at 37 Edgerton Drive, Unit 3, Building 1, Falmouth (North), MA 02556, all and singular the premises described in said mortgage,

To wit:

Unit 3, Building 1 ("Unit") containing approximately 2,230 square feet in the building known as North Falmouth Professional Building I Condominium, situated at 37 Edgerton Drive, Falmouth (North), Barnstable County, Massachusetts 02556 ("Condominium") which property was obtained or improved through federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1954 and Section 504 of the Rehabilitation Act of 1973, and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purposes for which assistance was extended or for so long as the purchaser owns it, whichever is longer. Said Condominium was created pursuant to Chapter 103A of the Massachusetts General Laws ("Act") by Master Deed dated June 7, 2004 recorded with Barnstable County Registry of Deeds in Book 18691, Page 1 as amended ("Master Deed"), which Unit is shown on the floor plans ("Plans") of the Building recorded with the Amendment of Master Deed for Phase IT, and is shown on the copy of a portion of the Plans attached hereto and made a part hereof, to which is affixed the verified statement of a registered architect in the form required by Section 9 of Chapter 1831.

The Unit is conveyed together with:

1. An undivided interest of Twenty-five Percent (25%- Phase II) in the common areas and facilities ("Common Elements") of the Condominium described in the Master Deed as amended, attributable to the Unit, subject to reduction by further phasing as set forth in said Master Deed.
2. Such other rights and easements appurtenant to the Unit as may be set forth in any document governing the operation of the Condominium, including without limitation the Master Deed as amended, the By-Laws of the organization of unit owners, and any administrative rules and regulation adopted pursuant thereto (all of which hereinafter referred to as the "Condominium Documents")
3. A license to use parking spaces, the location of which shall be designated from time to time by the Trustees of North Falmouth Professional Building Condominium Trust as recorded with Barnstable Deeds in Book 18690, Page 324 ("Trustees).
4. An easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Trustees.

5. An easement in common with the owners of other units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other units or elsewhere in the Condominium and serving the Unit.
6. Rights and easements in common with other Unit Owners as described in the Master Deed.

Said Unit is conveyed subject to:

- a. Easements in favor of adjoining units and in favor of the Common Elements for the continuance of all encroachments of such adjoining units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of any adjoining unit or of the Common Elements after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or -with the consent of the Trustees.
- b. An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines, and other Common Elements located in the Unit or elsewhere in the Condominium and serving such other units.
- c. The provisions of this Unit Deed, the master Deed, the Declaration of Trust, and the Plans, as the same may be amended from time to time by instrument recorded in Barnstable County Registry of Deeds, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
- d. All easements, agreements, restrictions and conditions of record, insofar as the same are now in force and applicable.

The Unit is intended only for office, professional and commercial purposes and no other use may be made of the Unit.

For title reference, see Deed of George W. Sanborn, Trustee of S.C. Realty Trust, u/d/t dated February 15, 2004 recorded with the Barnstable County Registry of Deeds in Book 18453, Page 137 to Maria T. Batilo, Trustee of Ariana Realty Trust, u/d/t dated October 14, 2005 recorded at Book 20367, Page 285 the deed is recorded with the Barnstable County Registry of Deeds at Book 20367, Page 291.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

Terms of sale: A deposit of ten thousand dollars (\$10,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by wire transfer to Ligris + Associates, P.C., 1188 Centre Street, Newton, MA 02459 within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

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

Middlesex Loans, LLC,

Present holder of said mortgage,
By its Attorneys,
Ligris + Associates, P.C.
1188 Centre Street
Newton, MA 02459
(617) 274-1500