

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 Michele A. Jones to Middlesex Loans, LLC dated May 29, 2024, and recorded at the Essex County (Southern District) Registry of Deeds in Book 42141, Page 91; as affected by 5(B) Affidavit dated December 10, 2025 and recorded at the said Registry of Deeds in Book 43266, Page 545, 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 8th day of July 2026, at 40 Main Street, Unit B a/k/a 40 Main Street, Unit 40B a/k/a 40B Main Street, Rockport, MA 01966, all and singular the premises described in said mortgage,

To wit:

The Condominium Unit known as Unit B, hereinafter called the "Subject Unit", in the Condominium known as The Village at Poole's Corner Condominium, hereinafter called the "Condominium" established by Master Deed dated September 1, 2006, and recorded September 5, 2006 with Essex South District Registry of Deeds in Book 26056, Page 70, hereinafter called the "Master Deed" and shown on plans recorded in said Registry of Deeds.

The post office address of the Condominium is: 40B Main Street, Rockport, MA 01966.

The land is described in said Master Deed. This Deed, and the Subject Unit and the Condominium, are subject to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

The Subject Unit is shown on the Master Plans of the Condominium filed simultaneously with the Master Deed in Essex South District Registry of Deeds and on the Unit Plan of the Subject Unit attached thereto as Exhibit A, and the Verified statement of a registered architect in the form required by Massachusetts General Laws, Chapter 183A, sections 8 and 9, is affixed to said Master Plans and Unit Plan.

The Subject Unit is hereby conveyed together with:

1. An undivided 731% interest in the common areas and facilities of the Condominium described in the Master Deed appertaining to the Subject Unit; and
2. An easement for the continuance of all encroachments by the Subject Unit on the common areas and facilities existing as a result of construction of the Building, or which may come into existence hereafter as a result of (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of The Village at Poole's Corner Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of the building or any Unit therein after damage by fire or other casualty; and
3. An easement to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving the Subject Unit.

The Subject Unit is hereby conveyed subject to:

1. Easements in favor of the adjoining units and in favor of the common areas and facilities for the continuance of all encroachments of the adjoining units or common areas and facilities on the Subject Unit, existing as a result of construction of the building; or which may come into existence hereafter as a result of: (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the

provisions of the Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of The Village at Poole's Corner Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of the building or any Unit therein after damage by fire or other casualty; and

2. An easement in favor of the Owners of other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other facilities located in the Subject Unit and serving the other units; and
3. The provisions of the Master Deed and Master Plans of the Condominium recorded simultaneously with and as part of the Master Deed, and the provisions of the Declaration of Trust of The Village at Poole's Corner Condominium Trust and the By-Laws and Rules and Regulations thereto, as the same may be amended from time to time by instruments recorded with said Deeds, which provisions, together with amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time interest or estate in the Subject Unit, his family, tenants, servants, visitors and occupants, as though such provisions were recited and stipulated at length herein; and 4. Easements, rights, obligations, provisions, agreements, restrictions, easements set forth or referred to in the Master Deed; and
5. The provisions of Massachusetts General Laws, Chapter 183A ("Condominiums").

The Subject Unit in the Condominium is intended to be used for residential purposes and such other uses as are set forth in the Master Deed.

The Subject Unit shall not be used or maintained in a manner inconsistent with the provisions of the Master Deed, or of this Unit Deed, or The Village at Poole's Corner Condominium Trust and the By-Laws and rules and regulations thereto, as the same may from time to time be amended.

For title reference and for a more accurate legal description, see Deed of Timothy J. Dowd and Susan M. Dowd to Michele A. Jones recorded with the Essex County South Registry of Deeds at Book 37425, Page 121, and the Master Deed of The Village at Poole's Corner recorded September 5, 2006, and recorded at Book 26056, Page 70.

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) 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, PC, 1188 Centre Street, 2nd Floor, Newton, MA 02459 on or before 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, PC
1188 Centre Street
Newton Center, MA 02459
(617) 274-1500