

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the POWER OF SALE contained in a certain Mortgage given by Arden Ventures, LLC, a corporation organized and existing under the laws of the State of Delaware, to Sachem Capital Corp., d/b/a MA-Sachem Capital dated September 30, 2019 and recorded with the Worcester County (Northern District) Registry of Deeds in Book 9437 at Page 147, as assigned to Land and Loans, LLC by Assignment of Mortgage dated December 18, 2024 and recorded with the Worcester County (Northern District) Registry of Deeds in Book 10906 at Page 117, as assigned to Origen Capital Investments 15, LLC by Assignment of Mortgage dated January 24, 2025 and recorded with the Worcester County (Northern District) Registry of Deeds in Book 10940 at Page 365 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, all and singular the premises described in said Mortgage will be sold at Public Auction at **11:00 A.M. on Monday, March 23, 2026**, on the Premises, located at **650 Water Street (a/k/a 118 Bemis Road), Fitchburg, Massachusetts 01420**.

To wit:

Parcel One

A certain parcel of land located in Fitchburg in the County of Worcester, bounded and described as follows:

Southwesterly by land owned or occupied by the New York, New Haven and Hartford Railroad Company six hundred thirty-six and 95/100 (636.95) feet;

Northwesterly by Lot I D shown on plan filed with Certificate of Title No. 59, three hundred eight-four and 25/100 (384.25) feet;

Northeasterly three hundred fifty and 02/100 (350.02) feet;

Northwesterly fifty-seven and 75/100 (57.75) feet;

Northeasterly two hundred sixty (260) feet;

Southeasterly by land now or formerly of Fitchburg Railroad Company two hundred twenty-six and 5/10 (226.5) feet;

Southeasterly by land now or formerly of Brown Bag Filling Machine Co., Inc. shown as part of Lot IH on plan filed with Certificate No. 427, three hundred thirty-five and 53/100 (335.53) feet.

Said parcel is shown as Lot 9 on a plan filed as Plan No. 1870T.

Said parcel has the benefit of the rights, easements and reservations contained in a deed from the Fitchburg Duck Mills to the Fitchburg Gas and Electric Light Company dated October 6, 1915, and registered as Document No. 92.

Parcel Two

A certain parcel of land located in Fitchburg in the County of Worcester, bounded and described as follows:

Northwesterly by Lot 9 shown on plan filed with Certificate No. 629 three hundred thirty-six and 68/100 (336.68) feet;

Northeasterly by land now or formerly of the Fitchburg Railroad Company, six hundred thirty-nine and 29/100 (639.29) feet;

Southeasterly by land now or formerly of Bemis Realty, Inc., four hundred forty-four and 34/100 (444.34) feet;

Westerly by land owned or occupied by the New York, New Haven and Hartford Railroad Company by three lines together measuring five hundred sixty-nine and 16/100 (569.16) feet.

Said parcel is shown as Lot 14 on a plan filed as Plan No. 1870X. There is appurtenant to said land the perpetual right and easement to pass and repass with vehicles or on foot, over a strip of land shown on

plan filed with Certificate No. 832, forty (40) feet in width from Lot 14 to Bemis Road and to build a road or exit from or entrance to said land over said strip and to use the same for all purposes for which said streets are commonly used.

Parcel Three

A certain parcel of land located on the Easterly side of the road leading from Fitchburg to Leominster, in the County of Worcester, bounded and described as follows:

BEGINNING at a stone bound at the southwest corner on said road at land now or formerly of Harriet F. Nevins;

THENCE North 33° West by said road, five hundred eighty-seven (587) feet to a point where the westerly side line of the location of the Old Colony Railroad touches said county road;

THENCE North 48-1/4° East sixty-five (65) feet crossing said railroad to the easterly side line of said railroad company's location;

THENCE Northwesterly by said easterly side line six hundred (600) feet to said railroad company's land;

THENCE North 73-1/2° East by said railroad company's land and crossing the Nashua River two hundred thirty (230) feet to the westerly side line of the location of the Fitchburg railroad at a point near the south wing of the easterly abutment of said railroad company's bridge across the Nashua River;

THENCE Southeasterly by the westerly side line of last named railroad company's land and land formerly of William Bemis eleven hundred twenty (1120) feet to a stone at land now or formerly of grantor;

THENCE South 55° West by land of the grantor, five hundred twenty-eight (528) feet to the place of beginning, crossing the Nashua River and the Old Colony railroad.

Excepting therefrom the two following parcels of land situated in Fitchburg in the County of Worcester as conveyed in Book 497, Page 557. bounded and described as follows:

First Parcel:

BEGINNING at the southwesterly corner hereof at a stone bound set in the northeasterly line of Water Street at land now or formerly of Harriet F. Nevins;

THENCE being bounded southwesterly by Water Street;

WESTERLY by other land now or formerly of the grantor used as a road;

NORTHEASTERLY by the location now or formerly of the Old Colony Railroad;

SOUTHEASTERLY by said land now or formerly of Nevins.

Second Parcel:

BEGINNING on the northeasterly side of Water Street at other land now or formerly of the grantor at a point ten (10) feet westerly from the westerly edge of a road on said other land now or formerly of the grantor;

THENCE running northwesterly by said Water Street four hundred thirty-four (434) feet;

THENCE northeasterly by the location now or formerly of the Old Colony Railroad twenty-seven and 25/100 (27.25) feet;

THENCE southeasterly by the southwesterly line of said Railroad location three hundred seventy-seven (377) feet more or less;

THENCE southerly by other land now or formerly of the grantor by a line parallel to and ten feet westerly from the westerly edge of a road on said other land now or formerly of the grantor ninety-two and 5/10 (92.5) feet more or less to the point of beginning.

Also excepting therefrom, the following parcel of land situated in Fitchburg in the County of Worcester as conveyed in Book 499, Page 314:

A strip of land ten (10) feet in width running northerly from Water Street to the location now or formerly of the Old Colony Railroad, being bounded on the east by land conveyed by this grantor to this grantee by the first parcel of a deed dated September 29, 1932, recorded with Worcester Northern District Registry of Deeds, and being bounded on the west by other land of this grantor.

The Property is further conveyed together with the benefit of an Easement granted to Fitchburg Realty Corp by Deed recorded at Book 809, Page 90 as shown on plan recorded in Plan Book 105, Page 18.

Including the permanent right and easement to pass and repass over and along "Arden Mills Way", as shown and depicted on a plan entitled "The Falls at Arden Mills Amended Plan of Land in Fitchburg, MA" dated January 11, 2013 and prepared for Arden Mills, LLC by Whitman & Bingham Associates, LLC Registered Professional Engineers & Land Surveyors 510 Mechanic Street, Leominster, Massachusetts 01453, and recorded with Worcester County (Northern District) Registry of Deeds in Plan Book 496, Page 7, between Bemis Road and the Property, for the transit of private and commercial vehicles between Bemis Road and the Property.

Subject to, and with the benefit of, as the case may be, all real estate taxes assessed and not yet due and payable and all easements, covenants and restrictions of record, to the extent in force and applicable.

For title see deed recorded with the Worcester County (Northern District) Registry of Deeds in Book 9437 at Page 142.

Said premises will be sold subject to any and all valid superior or prior liens on the said premises, including liens, encumbrances, attachments, levies, unpaid taxes, mortgages, easements, rights-of-way, occupancies, leases, municipal charges or other defects of title, federal, state, district and municipal taxes, liens and assessments and rights of redemption under applicable law, and will be conveyed subject to any of the above and shall, notwithstanding this sale, constitute valid superior prior liens or encumbrances thereon after said sale. Further, in the event that the proceeds of this sale are not sufficient to pay all sums due to the Mortgagee, the Mortgagee reserves the right and power under said Mortgage to foreclose any and all other property mortgaged thereunder or under any other Mortgage or Security Agreement. Mortgagee reserves the right to bid at the auction.

Mortgagee reserves the right to adjourn the sale from time to time. In the event that the successful bidder at the foreclosure sale shall default in purchasing the premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right, exercisable at its sole option, to sell the premises by foreclosure deed to the second highest bidder for an amount equal to such second highest bidder's highest bid, provided that such second highest bidder shall deposit with Mortgagee's attorney the amount of the required deposit as set forth herein and shall execute and deliver the Memorandum of Sale within five (5) business days after written notice of the default of the previous highest bidder, and title shall be conveyed to such second highest bidder within twenty-one (21) days of such written notice. In the event that such second highest bidder does not execute and deliver the Memorandum of Sale within such period of five (5) business days, or defaults in purchasing the premises according to the terms of a Memorandum of Sale, the Mortgagee reserves the right, exercisable at its sole option, to sell the premises by foreclosure deed to itself for the amount of such second highest bid.