

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE
TITLE 14 M.R.S.A. §6203-A
(2 Beach Street, Unit 3, York, Maine)

By virtue of and in execution of the Power of Sale contained in a certain Mortgage Deed dated June 20, 2008 and recorded in the York County Registry of Deeds, Book 15439 Page 487 given by Lorri O'Brien, as Trustee of RBS II Trust, a Maine real estate trust with a principal place of business in York, Maine, to Optima Bank & Trust Company, Cambridge Trust Company, the successor by merger to Optima Bank & Trust Company, a financial institution with a principal place of business in Portsmouth, New Hampshire, the present holder of said Mortgage, for breach of the conditions of said Mortgage and for the purpose of foreclosing the same there will be sold at **Public Auction Sale at 11:30 o'clock, AM on the day of August 16, 2022**, at 2 Beach Street, York, Maine all of the real property presently subject to the said Mortgage, to wit:

The land and buildings in York, York County, Maine, described as follows:

A unit known and designated as Unit No. 3 and also shown as 103 at Atlantic Kearsarge Condominiums, located at the corner of Beach and Main Streets, Town of York, County of York and State of Maine, as shown on a Condominium Plat of Atlantic-Kearsarge Condominiums prepared by CLD Consulting Engineers, Inc. and accompanying Diagrammatic Floor Plans prepared by Destefano & Associates, Inc., recorded in the York County Registry of Deeds in Condominium Plan File 744, Page 1, et seq., and specific reference is made to the Declaration of Atlantic-Kearsarge Condominiums, a condominium created pursuant to the Maine Condominium Act of the Maine Revised Statutes, as amended, Title 33, Section 1601-101, et seq., which Declaration is dated June 21, 2007 and recorded in the York County Registry of Deeds in Book 15196, Page 480, as amended by amendment dated July 6, 2007 and recorded in said Registry of Deeds in Book 15205, Page 474 and as it may be further amended from time to time, to which reference is hereby made and the same is incorporated by reference herein (hereinafter called the "Declaration").

Said unit is conveyed together with: 1) the allocated interest in the common areas and facilities of the condominium described in the Declaration attributable to the unit as stated in Appendix II of the Declaration; 2) an exclusive right to use the limited common areas appurtenant to the unit as specified in the Declaration, and shown on said Condominium Plat and Diagrammatic Floor Plans; 3) an easement in common with the owners of other units to use any pipes, wires, ducts, flues, cables, conduits, sewer, water and other public utility lines, driveway and recreation areas, and other common areas and open space, and facilities located in any of the other units or elsewhere on the property and serving the unit; 4) all rights and easements in common with other units owners as described in the Declaration, including the description of property attached as Appendix I to the Declaration; 5) all fixtures of any kind now placed in or on said unit. Said unit is conveyed SUBJECT to: A) all easements, covenants, obligations, conditions, restrictions, reservations and encumbrances contained in or referred to in the Declaration, including, but not limited to, those contained in

the description of the property attached; B) an easement in favor of the other units to use the pipes, wires, ducts, flues, cables, conduits, sewers, water lines and other public utility lines, driveway and recreation areas, and other common areas, open space and facilities located in the unit or elsewhere on the property and serving such other units; C) exclusive rights in favor of the owner of any unit to use the limited common areas appurtenant to such unit; D) the provisions of the Declaration and appendices thereto, by-laws and floor plans of Atlantic-Kearsarge Condominiums Owners Association recorded and filed simultaneously with and as part of the Declaration, as the same may be amended or modified from time to time by instrument recorded or filed in the York County Registry of Deeds, which provisions, together with any amendments or modifications 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 if those provisions were recited and stipulated at length herein. The premises are conveyed subject to and with the benefit of an Indenture Agreement between the Atlantic House Trust, Lorri Petrone, Trustee, and the Ogunquit Beach Club Inc., dated April 13, 2006, duly recorded in said Registry of Deeds in Book 15196, Page 471, in regard to the ownership and use of the common alleyway with the adjoining premises. The premises shall further include any right, title or interest of the Declarant in and to Gull Street, a private street, adjoining said premises and with the benefit of and subject to the obligations included in a certain License Agreement between the Town of York and said Atlantic House Trust in regard to the authorization to cross under Main Street with gas, electricity and telephone and TV/internet utilities. The premises are further conveyed subject to the benefit of an easement from The Rockaway Trust, Lorri O'Brien Trustee to said Atlantic House Trust for the location of the service line for certain propane tanks servicing said premises and the utility transformer as set forth in a deed dated April 13, 2006 and also recorded in said Registry of Deeds in Book 15196, Page 474.

Meaning and intending to describe the same premises acquired by the mortgagor by Deed recorded in the Register of Deeds of York, York County, Maine at Book 15439, Page 484.

Terms of Sale: The Property will be sold “**AS IS, WHERE IS,**” **WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED** as to its condition or the status of title, and subject to (a) all prior liens and any conditions a title search would reveal, (b) any unpaid taxes or assessments, (c) any facts which an accurate survey or inspection of the premises might show, (d) the possessory rights of any tenants, and (e) any exceptions and reservations noted in the aforesaid property description.

Any person or entity intending to bid at the sale, except Cambridge Trust Company or its designee, must deposit with the auctioneer prior to sale \$10,000.00 US Funds, in cash, certified check or cashier's (or equivalent) check (checks made payable to “Bosen & Associates, PLLC”) as a qualification to bid. No bid will be accepted if the bidder has not deposited the required amount in the required form. **NO EXCEPTIONS.** The deposit of the highest bidder shall be retained as a non-refundable,

non-interest bearing down payment to be applied against the purchase price. Unsuccessful bidders' deposits will be refunded at the completion of the public sale.

The Property will be sold to the highest bidder, who must at the time and place of sale sign a Purchase and Sales Agreement with Cambridge Trust Company, which Agreement shall provide, among other things, that a closing of the sale shall be held within thirty (30) days of the public sale, TIME BEING OF THE ESSENCE, at which time the balance will be due in full, in cash or by certified or cashier's check or equivalent payable to Cambridge Trust Company, which will then deliver a duly executed quitclaim deed without covenant. If the successful bidder fails to close pursuant to the purchase and sales agreement, the premises will be sold to the next highest bidder, and Cambridge Trust Company may retain the deposit in full as liquidated damages resulting from the successful bidder's failure to perform.

CAMBRIDGE TRUST COMPANY reserves the right to (1) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (2) bid on and purchase the Mortgaged Premises at the sale; (3) reject any and all bids for the Mortgaged Premises; and (4) amend or alter the terms of sale stated in this notice by oral or written announcement made at any time before or during the sale, in which event such terms as amended or altered shall be binding on all bidders and interested persons.

The interest of Cambridge Trust Company shall be sold subject to unpaid property tax, sewer assessments, and all easements, covenants and restrictions of record.

Counsel to Cambridge Trust Company for purposes hereof is Christopher P. Mulligan, Esquire, BOSEN & ASSOCIATES, P.L.L.C., 266 Middle Street, Portsmouth, New Hampshire 03801 (603) 427-5500. Further information regarding the property may be obtained by contacting Stephen Bennett at Bennett & Moore Auctioneers, PO Box 4010, Portsmouth, NH 03802 (603) 502-7457.

Dated: July 1, 2022

Christopher P. Mulligan, Esquire
Cambridge Trust Company