

MEMORANDUM OF SALE

Date: October 15, 2026

42 Bridge Road, Salisbury, MA

I, _____ the high bidder
(hereinafter referred to as the "Buyer"), hereby acknowledge that I have this day agreed to
purchase at a Mortgagee's Public Auction Foreclosure Sale from Lauryn Suyematsu Field,
Auctioneer, as agent for The Everest Group, LLC, (hereinafter referred to as the "Seller") the
premises at 42 Bridge Road, Salisbury, MA, for the sum of: _____ Dollars.

Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of
Sale as well as the additional terms which are attached hereto. Buyer has this day paid to Seller
Ten Thousand (\$10,000.00) Dollars as a non-refundable deposit on the sale. Said deposit shall
be forfeited to the use of Seller in the event that Buyer fails to comply with any terms of the sale.
Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of any liability
under this contract.

The said real estate will be conveyed by a Mortgagee's Foreclosure Deed, and the balance of the
purchase price shall be paid in cash, certified or bank cashier's check within **thirty (30) days** and
shall be deposited with the office of Attorney Gregory N. Eaton; Oakley, O'Sullivan & Eaton, P.C.,
857 Turnpike Street, North Andover, MA 01845. All of this to be accomplished during normal
banking hours, and time is of the essence.

No personal property of any nature is included in this contract or sale except such as are
particularly mentioned in writing herein.

In addition to the purchase price, the Buyer shall also pay: all unpaid real estate taxes; water and
sewer bills, if any; municipal liens; tax titles; betterments and assessments; outstanding
condominium common area charges, if applicable; Commonwealth of Massachusetts document
tax stamps and recording charges as required by the Registry of Deeds.

Seller acknowledges that Seller has this day received from the Buyer the sum of **Ten Thousand
(\$10,000.00) Dollars** as a non-refundable deposit toward this purchase. The real estate is
situated at and numbered 42 Bridge Road, Salisbury, MA, and specifically identified in a mortgage
given by Maxwell Holdings, LLC to The Everest Group, LLC dated January 9, 2019 and recorded
with the Essex South County Registry of Deeds in Book 37267, Page 297, presently held by
Seller, this day sold by said Auctioneer at public auction for the sale price as noted above, subject
to any and all terms and conditions of the sale.

Witnessed by:

Buyer: _____

Buyer: _____

THE EVEREST GROUP, LLC

By: _____

Re: 42 Bridge Road, Salisbury, MA
Mortgagor: Maxwell Holdings, LLC
Mortgagee: The Everest Group, LLC

ADDITIONAL TERMS AND CONDITIONS

The successful bidder shall be required to execute a Memorandum of Sale upon acceptance of the bid.

Subject premises will be sold to the highest bidder who must make a deposit of **Ten Thousand (\$10,000.00) Dollars** in cash, certified or treasurer's check at time and place of sale. Balance of the purchase price is to be paid in cash, by certified check or by bank cashier's check in or within **thirty (30) days** thereafter, to be delivered to the office Attorney Gregory N. Eaton; Oakley, O'Sullivan & Eaton, P.C., 857 Turnpike Street, North Andover, MA. All of this to be accomplished during normal banking hours; and time is of the essence.

If, after the premises are sold, the successful bidder shall refuse to execute a Memorandum of Sale, or if after signing, the bidder does not perform their part of the agreement, the deposit shall be forfeited. In case of forfeiture, the deposit shall become the property of the Seller, and such forfeiture shall not release the successful bidder from this agreement. The Seller/Mortgagee reserves the right to convey the premises to the second highest bidder at the last highest bid without further notice by publication or otherwise under the same terms and conditions as were offered at today's foreclosure auction. Said second highest bidder will have five (5) days after notification by the foreclosing Mortgagee to make the required deposit and sign the foreclosure Memorandum of Sale. Should said second highest bidder refuse to execute a Memorandum of Sale or fail to so perform thereunder, then the Mortgagee shall have the option to purchase the premises for the amount of the second highest bid.

The premises are also being sold subject to any and all outstanding taxes, tax titles, municipal liens, water and sewer use charges, betterments or assessments, tenants, occupants or leases, condominium common area charges, etc., if any there be.

According to the Tax Collector for the Town of Salisbury, there are outstanding real estate taxes as of January 29, 2026, as follows: \$15,765.53. See copy of municipal lien certificate letter and additional tax information attached hereto.

The premises is being sold subject to any and all additional taxes, interest, demands, late charges, etc., through the date of passing.

Initials: _____

Re: 42 Bridge Road, Salisbury, MA
Mortgagor: Maxwell Holdings, LLC
Mortgagee: The Everest Group, LLC

The Buyer will be responsible for all additional water, sewer and refuse charges if any, interest, demands, late charges, etc., through the date of passing.

It is to be noted that the figures stated above have been received from the Tax Collector for the Town of Salisbury, MA; and neither this auctioneer, the attorney for the Mortgagee, nor any representative of the Mortgagee makes any guarantee or warranty as to their accuracy.

Additionally, the Buyer will be responsible for 100% of all cost of documentary recording stamps, plus any and all recording charges as required by the Registry of Deeds.

The Buyer at this foreclosure sale is advised and made aware of the following:

- the premise shall be conveyed subject to any tenants and/or occupants and subject to any leases, if any, affecting the premises. No representation is made by the mortgage holder regarding security deposits, whether the present tenants/occupants are subject to rent control, or what the monthly rental income is from such tenancies;
- if as of this date there are any tenants/occupants, including the Mortgagor, on said premises, and the Buyer at this foreclosure sale wishes to evict any such tenant/occupant, Buyer must do so at Buyer's own expense;
- Massachusetts General Law Chapter 148 requires that carbon monoxide, smoke and/or fire detection equipment must be installed. The Buyer in purchasing the premises at this foreclosure sale agrees to assume all costs relative to the purchase, installation and inspection of such equipment, and Buyer further acknowledges that such equipment shall meet all of the minimum Commonwealth of Massachusetts Department of Public Safety and local Fire Department requirements;
- no representations or warranties of any kind regarding the existence and/or absence of any hazardous material, lead paint or asbestos in or on the premises is made and which materials, if any, may be subject to the provisions of Massachusetts General Laws Chapter 21E or Massachusetts General Law Chapter 111 Section 190-199 and/or any regulations promulgated thereunder;
- subject to any Right of Redemption by the United States of America or its agencies or subsidiaries, if any there be;

Initials:

Re: 42 Butler Road, Salisbury, MA
Mortgagor: Maxwell Holdings, LLC
Mortgagee: The Everest Group, LLC

- Risk of Loss: The Buyer acknowledges that from and after this date, the Buyer shall have the sole risk of loss and the mortgagee shall have no responsibility for maintaining insurance on the premise. In the event that the premises is damages by fire or other casualty after the date hereof, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price;
- the Buyer is further advised that all information as shown in the newspaper advertisements and the brochure that has been used for mailing and/or distribution at this auction sale has been compiled purely for the convenience and assistance of the Buyer and while the information shown is assumed to be reasonably correct, it is not guaranteed and/or warranted by the auctioneer, attorney for the Mortgagee, nor any representative of the Mortgagee;
- the Buyer is aware and acknowledges that the premises is being sold "as is" and further acknowledges that no representations or warranties of any kind whatsoever have been made by or on behalf of the Mortgagee as to the condition, construction or fitness for habitation or whether it conforms to applicable state or local building and sanitary codes. Further, no representations or warranties have been made by or on behalf of the Mortgagee concerning zoning, state of title, utilities and condition of the premises or otherwise.
- The Buyer shall assume responsibility for, and costs relating to, compliance with Title V of the State Environmental Code, if applicable, and any state and/or city/town requirements. The Mortgagee makes no warranties or representations regarding the premises' current compliance with any state or local regulations or laws.
- In the event the Mortgagee cannot convey title to the premises as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded; and all rights hereunder shall cease; and the Buyer shall have no recourse against the Mortgagee, or its employees, agents and representatives, whether at law or in equity.

Initials: _____

Re: 42 Bridge Road, Salisbury, MA
Mortgagor: Maxwell Holdings, LLC
Mortgagee: The Everest Group, LLC

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing and agree to the terms and conditions as set forth; and I further acknowledge receipt of a copy of these terms and conditions and a copy of the Auctioneer's Memorandum of Sale.

Witnessed by:

Buyer: _____

Buyer: _____

THE EVEREST GROUP, LLC

By: _____

CERTIFICATE NO. 14190

09/28/2026

MUNICIPAL LIEN CERTIFICATEOFFICE OF THE COLLECTOR OF TAXES
TOWN OF SALISBURY
THE COMMONWEALTH OF MASSACHUSETTSOAKLEY, O'SULLIVAN & EATON, P.C.
857 TURNPIKE STREET
NORTH ANDOVER, MA 01845

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 09/28/2026 are listed below.

DESCRIPTION OF PROPERTY - TAXES QUARTERLY

Assessed Owner: MAXWELL HOLDINGS, LLC

Location of Property: 42 BRIDGE RD

Parcel Identification: ASSESSORS' MAP 2, BLOCK 5 (See also page 2 of MLC.)

Land Area: 36,982 Square Feet

Valuation: \$351,500 Class 332 Auto Repair Facilities

RECORDED IN ESSEX SOUTH DISTRICT REGISTRY OF DEEDS, BOOK 37267, PAGE 294

FISCAL YEAR:	2025	2026	2027
TAX			
*Preliminary	1,783.28	1,728.72	1,745.20
Actual	1,674.16	1,761.68	
Personal Prop	41.13	20.56	
DISTRICT			
*Preliminary			
Actual			
BETTERMENTS/SA			
Committed Int.			
UTILITY LIENS			
Water	651.12	659.44	
Sewer	536.19	536.34	
Electric			
Committed Int.			
Collection Chg			
OTHER LIENS			
Committed Int.			
Collection Chg			
TOTAL BILLED	4,685.88	4,706.74	1,745.20
Payments			
Abatements/Exm	-41.13	-20.56	
Charges/Fees			
Int to 09/28/26			18.74
0.67 per diem			
BALANCE DUE	TAX TITLE	TAX TITLE	1,763.94

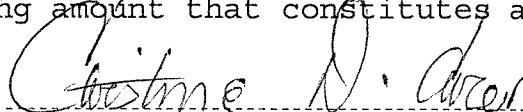
*PRELIMINARY TAXES generally represent no more than 50% of prior year's tax.

UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX:

IMPROVEMENTS VOTED FOR WHICH THERE WILL PROBABLY BE BETTERMENTS/SPECIAL ASSESSMENTS:

UNPAID UTILITY CHARGES: *** FOR OUTSTANDING BALANCES/FINAL READINGS, ***
 *** Please email: watersewer@salisbury.ma.gov ***
 OTHER UNPAID CHARGES: *10 BUSINESS DAYS NOTICE FOR FINAL WATER/SEWER READING*
 *** Water/Sewer Finals: Given to ATTORNEYS only. ***

☒ This property is in tax title. Contact Treasurer for outstanding amounts at taxoffice@salisbury.ma.gov, with the payoff date.
 All of the amounts listed above are to be paid to the Collector.
 I have no knowledge of any other outstanding amount that constitutes a lien.


 CHRISTINE D. CARON, Collector of Taxes

MUNICIPAL LIEN CERTIFICATE

OFFICE OF THE COLLECTOR OF TAXES
TOWN OF SALISBURY
THE COMMONWEALTH OF MASSACHUSETTS

02-005

09/28/2026

This Municipal Lien Certificate combines information from the following parcels:

Parcel ID	Location & Assessed Owner	Land Area	Value	Cls	Book	Page	Ctf#	Billed-2025	Billed-2026	Billed-2027
02-005	42 BRIDGE RD	36,982	351,500	332	37267	294		4,644.75	4,686.18	1,745.20
IN TAX TITLE	MAXWELL HOLDINGS, LLC									
P-101730	42 BRIDGE RD				501					
	CARS OF YESTERYEARS									
	DOW ROBERT									
P-104230	42 BRIDGE RD				501			41.13	0.00	
	BRIDGE ROAD CANVAS & SIGNS									
*** TOTALS:		36,982	351,500					4,685.88	4,686.18	1,745.20

10/06/2026
10:26

Town of Salisbury
OFFICE OF THE TOWN TREASURER

CDC

TAX TITLE ACCOUNT STATEMENT as of 10/15/2026

Parcel ID: 02-005

TT Acct#: 1061

Location: 42 BRIDGE RD

Year taken: 2024

Name: MAXWELL HOLDINGS, LLC

Reg. land?

Mailing Address: 42 BRIDGE RD

: SALISBURY, MA 01952

***** C R E D I T S *****										
Year	Tax	Days	Rate	Interest	Fees	Date	Tax	Interest	Fees	Description
						250.00	04/01/2025			
2024	4,466.67	608	16%	1,190.46		10/16/2024				Additional Fees
						06/16/2026	1,448.57	2,051.43		
B'24	3,018.10	121	16%	160.08		06/16/2026				Partial Payment
2025	4,945.68	505	16%	1,094.82		05/28/2025				
2026	4,995.45	134	16%	293.43		06/03/2026				
						105.00				Redemption Fee

Per diem interest: 5.6808 ACCOUNT SUMMARY as of 10/15/2026

	DEBITS	-	PAYMENTS	-	NON-CASH ADJ.	=	BALANCE
=====							
Tax:	10,929.52		353.38				10,576.14
Swr Lien:	1,440.00		480.00				960.00
Swr Lien Int:	153.12		40.59				112.53
Wtr Lien:	1,387.04		398.56				988.48
Wtr Lien Int:	60.00		30.00				30.00
Wtr Ln-RI:	438.12		146.04				292.08

Tax + S/A:	14,407.80		1,448.57				12,959.23
Interest:	2,738.79		2,051.43				687.36
Fees:	355.00						355.00
=====							
Totals:	17,501.59		3,500.00		0.00		14,001.59

10/06/2026 10:21

Town of Salisbury

PROPERTY TAX TRANSACTION HISTORY

CDC

State Class: 332 Auto Repair Facilities

Location: 42 BRIDGE RD
Contiguous:
Owner1 name: MAXWELL HOLDINGS, LLC
Owner2 name:
Mail Address: 42 BRIDGE RD

Parcel ID: 02-005
Tax Year: 2027
Bill type: R Bill#: 2804

Tax page: 312 Line: 5
Misc:

: SALISBURY, MA 01952

Hold Warrant?
Reg. Land?
Price:

Book: 37267
Certificate:
Date: 01/10/2019

Page: 294

Total
1,745.20

-1- P -2- P -3- A -4- A
Due: 08/03/2026 11/02/2026 02/01/2027 05/03/2027
Amount billed: 872.60 872.60
Abated/Def./Tax Title:
Tax/Assessments Paid:
Tax/Asmts Balance: 872.60 872.60
UNPAID interest: 24.43
Interest Paid:
CML Fees Paid: 150.00

Total Land area: 36,982
Taxable value: 351,500
Total tax: 1,745.20
Assessments:
Abatement:
Tax Deferral:
Tax Title:
Net Tax+Asmt: 1,745.20

Demand/Fees:
Dmd/Fees Paid:
Total payments: 0.00
Balance due as of 10/15/2026: 1,769.63
per diem Interest: 0.3347

Property Values

Description Valuation Class
0.849 AC 255,100 3
COM BLDG 93,000 3
YARD ITEMS 3,400 3

Total Valuation: 351,500

Special Assessments

Assessment Amount Interest
1. Swr Lien :
2. Swr Btr :
3. Release :
4. Razing In:
5. Wtr Lien :
6. Violation:
7. InclusionFee:
8. Wtr In-RI:
9. Lien Rec.:
Totals: 0.00 0.00

S/A Balances

Amount Interest

Tax Bal: 1,745.20

Description	Tran Date	Batch	Cd	A	Billing	Rec/Abmt	Tax	Interest	Demand	Fees	T/O	Acctg Dt	Post Dt	Ref date	Reference
Municipal Lien Certificate	09/28/26		ML			150.00	0.00			150.00	27-2003	09/28/26	09/28/26	14190	

CDC

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain mortgage given by Maxwell Holdings, LLC, to The Everest Group, LLC dated January 9, 2019, and recorded with the Southern Essex District Registry of Deeds in Book 37267, Page 297, of which the undersigned is the present holder, and for breach of the condition of said mortgage and for the purposes of foreclosing the same, The Everest Group LLC will sell at **PUBLIC AUCTION at 11:00 a.m., on October 29, 2025 at 42 Bridge Road, Salisbury, MA,** all and the singular, the premises described in said mortgage, to wit:

The land with the buildings and improvements thereon, known and numbered as 42 Bridge Road, Salisbury, Massachusetts and shown as Lot 4D on a certain Plan, entitled "Plan of Land in Salisbury, Massachusetts" Surveyed for R & J Realty Trust, Scale 1"= 80', August, 1982, Carroll H. Knowles and David G. Murphy, Surveyors and recorded at the Essex South District Registry of Deeds at Plan Book 1982, Plan 133, consisting of 37,004 square feet, more or less.

For Grantors title see Quitclaim Deed of Robert B. Dow and Judith Dow dated January 9, 2019 recorded with Essex South District Registry of Deed this day herewith.

Together with all rights, privileges and easements connected therewith and subject to restrictions, easements and rights of way of record, and said premises are hereby conveyed subject to any building and zoning law requirements which may be in force and applicable.

Said sale will be subject to all real estate taxes and municipal assessments and betterments, prior liens, including Condominium common expenses, if any, and other enforceable encumbrances of record entitled to precedence over this mortgage and subject to and with the benefit of all easements, restrictions, covenants and rights of way, if any.

Terms of sale. Ten Thousand (\$10,000.00) Dollars at the time of sale, balance in Thirty (30) days at the offices of Oakley, O'Sullivan & Eaton, P.C., 857 Turnpike Street, North Andover, MA. The deposit and balance is to be cash, certified check, bank cashier's check or bank treasurer's check. Other terms to be announced at the sale.

The undersigned Mortgage Holder reserves the right to reject any and all bids made at the foreclosure sale, to amend or change the terms of the sale by announcement made prior to, or at the foreclosure sale and to continue the foreclosure sale to such subsequent date as the Mortgagee may deem advisable.

THE EVEREST GROUP, LLC,
Present Holder of said Mortgage,
By its Attorneys,
Oakley, O'Sullivan & Eaton, P.C.
Gregory N. Eaton, Esquire