

MEMORANDUM OF SALE

Date: May 21 2026

21 Pelham Street, Unit 3, Newton, 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 Watertown Savings Bank, (hereinafter referred to as the "Seller") the premises at 21 Pelham Street, Unit 3, Newton, 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 21 Pelham Street, Unit 3, Newton, MA, and specifically identified in a mortgage given by Razmig Panossian to Watertown Savings Bank dated April 5, 2018 and recorded with the Middlesex County Registry of Deeds in Book 70834, Page 489, 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: _____

WATERTOWN SAVINGS BANK

By: _____

Re: 21 Pelham Street, Unit 3, Newton, MA
Mortgagor: Razmig Panossian
Mortgagee: Watertown Savings Bank

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 City of Newton, there are outstanding real estate taxes as of May 5, 2026 of \$2,697.39 and unpaid utility billing of \$2,321.83. See copy of municipal lien certificate letter 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: 21 Pelham Street, Unit 3, Newton, MA
Mortgagor: Razmig Panossian
Mortgagee: Watertown Savings Bank

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 City of Newton, 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;

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- 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: 21 Pelham Street, Unit 3, Newton, MA
Mortgagor: Razmig Panossian
Mortgagee: Watertown Savings Bank

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: _____

WATERTOWN SAVINGS BANK

By: _____

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain mortgage given by Razmig Panossian, to Watertown Savings Bank dated April 5, 2018, and recorded with the Middlesex South District Registry of Deeds in Book 70834, Page 489, 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, Watertown Savings Bank will sell at **PUBLIC AUCTION at 11:00 a.m., on May 21, 2026 at 21 Pelham Street, Unit 3, Newton, MA,** all and the singular, the premises described in said mortgage, to wit:

Unit No. 3 of The Pelham Street Condominium created by Master Deed dated February 12, 1986, and recorded in Middlesex South Registry of Deeds in Book 16773, Page 61.

The Post Office address of the Unit is 21 Pelham Street , Newton, MA 02459.

The Unit is show on a plan recorded with the first conveyance of the Unit, to which is affixed a verified statement in the form provided by G.L. c. 183A, c.9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of unit owners and the By-laws as amended of record. This conveyance is made subject to real estate taxes not yet due and payable, which taxes the grantee hereby agrees to pay.

The Unit is conveyed together with a 25% undivided percentage interest in the common areas and facilities as described in the Master Deed appertaining to the subject Unit.

Being the same premises conveyed to Mortgagor by deed recorded 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.

WATERTOWN SAVINGS BANK,
Present Holder of said Mortgage,
By its Attorneys,
Oakley, O'Sullivan & Eaton, P.C.
Gregory N. Eaton, Esquire

State Tax Form 290
Certificate: 10028922
Issuance Date: 05/05/2026

MUNICIPAL LIEN CERTIFICATE
CITY OF NEWTON
COMMONWEALTH OF MASSACHUSETTS

Requested by OAKLEY, O'SULLIVAN & EATON PC
ATTORNEYS AT LAW
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 05/05/2026 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 64-0290-0002B0

21 PELHAM ST #21

	Land area	:	0.00 AC
NB REAL ESTATE HOLDCO LLC	Land Value	:	0
4800 T-REX AVE STE 120	Impr Value	:	283,400
BOCA RATON FL 33431	Land Use	:	0
	Exemptions	:	0
	Taxable Value:		283,400

Deed date: Book/Page: 82596/191
Class: 322-DISCOUNT STORES

FISCAL YEAR	2026	2025	2024
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DESCRIPTION

COMMUNITY PRESERVATION SURC	\$52.86	\$51.98	\$51.67
REAL ESTATE TAX - COM/IND	\$5,286.16	\$5,197.56	\$5,167.23

TOTAL BILLED:	\$5,339.02	\$5,249.54	\$5,218.90
Charges/Fees	\$.00	\$.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	-\$2,690.39	-\$5,249.54	-\$5,218.90
Interest to 05/05/2026	\$48.76	\$.00	\$.00

TOTAL BALANCE DUE:	\$2,697.39	\$.00	\$.00
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TOTAL TAX INTEREST PER DIEM: \$1.0200

TOTAL UB INTEREST PER DIEM: \$.3900

OTHER UNPAID BALANCES:

2026 UTILITY BILLING \$2,321.83

TOTAL OTHER UNPAID BALANCES: \$2,321.83


M. RONALD MENDES, ESQ.
CITY TREASURER/COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE