

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by 8 Brookside Dev., LLC to Crowd Lending Fund One LLC, dated May 15, 2023 and recorded at Suffolk County Registry of Deeds on May 17, 2023, in Book No. 68994, at Page 265, of which mortgage the undersigned is the present holder Crowd Lending Fund One, LLC, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 12:00 PM, on May 2, 2024 on the mortgaged premises being known as 8 Brookside Avenue, Jamaica Plain, MA, being all and singular the premises described in said mortgage to wit:

The land in Boston (Jamaica Plain), Suffolk, Massachusetts situated on Brookside Avenue, being shown as Lot A on a plan of land made by W.C. Bates, Surveyor, dated December 20, 1906, and recorded with Suffolk Deeds in Book 3192, Page 327, to which plan reference is hereby made for a more particular description.

Also, a certain parcel of land situated on Brookside Avenue, being shown as Lot D on a plan by William A. Badger, dated November 1908, recorded with Suffolk Deeds in Book 3321, Page 521, to which plan reference is hereby made for a more particular description.

Being the same premises as conveyed to the mortgagor by deed of 8 Brookside Ave., LLC, dated April 29, 2022, recorded at Suffolk County Registry of Deeds in Book No. 67571, at Page 242.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

### **TERMS OF SALE:**

A deposit of \$15,000.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street Suite 201, Canton, MA 02021, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

**OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.**

Dated: April 2, 2024

(signed:) Crowd Lending Fund One, LLC  
Present Holder of said Mortgage  
By its Attorneys,  
Barsh and Cohen, P.C.

Neil Cohen, Esquire  
Attorney for the Mortgagee  
500 Turnpike Street Suite 201, Canton, MA 02021  
(617) 332-4700