

MORTGAGEE’S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage (the “Mortgage”) given by **418RE-ONE APPLETON, LLC**, a Massachusetts limited liability company, to **BROOKLINE BANK**, dated August 22, 2019, recorded with Suffolk County Registry of Deeds in Book 61630, Page 81, presently held by **ALPHA DEBT PARTNERS I SERIES LLC-SERIES 3**, by Assignment of Mortgage, Security Agreement and Assignment of Leases and Rents from Brookline Bank to it, dated April 4, 2024, recorded with Suffolk County Registry of Deeds in Book 70043, Page 95 (the “**Mortgage**”) of which Mortgage the undersigned is the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, there will be sold at Public Auction at 11:00 a.m. on the 28th day of August, 2024, at the mortgaged premises located at 439-441 Tremont Street, in Boston, Suffolk County, Massachusetts, (the “**Property** or the “**Mortgaged Property**”) all and singular the premises described in the Mortgage,

To wit:

The fee simple estate in the land (the “Land”) located at **439-441 Tremont Street, Boston, Suffolk County, Massachusetts**, as more particularly described in Exhibit A attached hereto, together with all buildings, structures and improvements (“Improvements”) now or hereafter thereon, together with all appurtenances thereof and interests therein now or hereafter owned by the Mortgagor, including the Mortgagor's rights in all fixtures now or hereafter attached to, located on or used in connection with the Improvements, and all leases, occupancy agreements, and rents and profits thereof;

Exhibit A to the Mortgage reads as follows:

A certain parcel of land situated on Appleton Street and Tremont Street in Boston, Suffolk County, Massachusetts, together with the building thereon numbered 439-441 Tremont Street and being shown as Lot C on a plan entitled "Castle Square Hotel & Theatre", dated September 22, 1904, by N.T. Whitman Channing Howard, Civil Engineers, recorded with the Registry, in Book 3626, Page 481 (the “Plan”) and bounded and described as follows:

- SOUTHEASTERLY by Tremont Street, fifty-six and 76/100 (56.76) feet;
- SOUTHERLY by Appleton Street, ninety-six and 40/100 (96.40) feet;
- WESTERLY by Lot B on the Plan, the line running in part through the center of a party wall, one hundred (100) feet;
- NORTHERLY by a passageway (20) feet wide, sixty-nine and 76/100 (69.76) feet; and
- NORTHEASTERLY by a passageway (10) feet wide, eighty-six and 47/100 (86.57) feet.

Together with the right in common with others entitled thereto to pass and repass on foot and with vehicles over the northeasterly corner on Lot B; said easement area is shown on the Plan as a triangular parcel containing about one hundred thirty (130) square feet.

Together with the benefit in common with others entitled thereto of the passageways shown on the Plan, one such passageway being indicated as “passageway ten (10) feet wide”, and the other such passageway being shown as “passageway twenty (20) feet wide.”

For title reference, please see Deed recorded in Book 55045, Page 245.

The Mortgaged Property will be sold subject to and with the benefit of all restrictions, easements, covenants, orders of condition, improvements, outstanding tax titles, municipal or other public taxes, assessments, betterments, water bills, environmental liens or restrictions, liens or claims in the nature of liens, now existing or hereafter arising, the rights of tenants and parties in possession and existing encumbrances of record, created prior to the Mortgage or to which the Mortgage has or shall have been subordinated of record.

Terms of Sale:

A deposit of \$100,000.00 will be required to be paid by certified or bank check by the purchaser at the time and place of sale. The balance of the purchase price shall be required to be paid in cash or by certified or bank check within forty-five (45) days at the offices of Pierce Atwood LLP, 100 Summer Street, Boston, Massachusetts 02110.

In the event of any typographical errors in the publication of the legal description of the Mortgaged Property in this Notice of Sale, the legal description contained in the Mortgage shall control.

THE SALE OF THE MORTGAGED PROPERTY WILL BE OFFERED AND SOLD “AS-IS”, “WHERE-IS”, AND “WITH ALL FAULTS”, LATENT OR PATENT, AND SUBJECT TO ALL PRIOR ENCUMBRANCES, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS, IMPLIED, OR IMPOSED BY LAW. The transfer of the Mortgaged Property will be made and accepted by the highest bidder without any other expressed or implied representations or warranties whatsoever, including, but not limited to, representations regarding acreage, description of the Mortgaged Property, uses, rent rolls, leases, outstanding taxes, liens and encumbrances, title and/or title matters, availability of any utilities, building permits, occupancy, state and city requirements regarding smoke detection equipment, lead paint regulations, any matter relating to any structure on the Property, or any other matter. The highest bidder shall be deemed to have expressly acknowledged by participation in the sale that any warranty or representation, other than those contained herein, are without authority and that the highest bidder has duly inspected the Mortgaged Property, the title thereto, the occupancy thereof, and all other matters in connection with the sale by itself and by its own experts, including counsel, as the highest bidder has elected to consult.

Other terms, if any, to be announced at the sale.

From and after the conclusion of the sale, all risk of loss or damage to the Mortgaged Property shall pass to, and be borne by, the highest bidder.

The mortgagee reserves the right to credit bid at the sale, to advance its bid at the Sale, and to pause and/or postpone the Sale by auctioneer's public proclamation. The mortgagee further reserves the right to change terms of the Sale at the Sale or to add additional terms and to qualify some or all bidders.

The undersigned holder of the Mortgage reserves the right to reject any and all bids for the Mortgaged Property and to continue the foreclosure sale from time to time to such subsequent date or dates as such holder may deem necessary or appropriate. The description of the premises contained in said Mortgage shall control in the event of an error in this publication.

**ALPHA DEBT PARTNERS I
SERIES LLC – SERIES 3**

Present holder of said mortgage

By its Attorney
Bruce Miller, Esquire
Pierce Atwood LLP
100 Summer Street
Boston, MA 02110
617-488-8116

Dated: July 22, 2024