

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by 160 Pearl Street, LLC to CCG Fund I, LLC, dated March 31, 2023 and recorded at Middlesex County (Southern District) Registry of Deeds on April 3, 2023, in Book No. 81389, at Page 185, of which mortgage the undersigned is the present holder 160 Pearl Street Mortgage Trust, by virtue of an assignment to CCG Fund II, LLC dated March 31, 2023 and recorded at Middlesex County (Southern District) Registry of Deeds on April 5, 2023, in Book No. 81397, at Page 49, by virtue of an assignment to 160 Pearl Street Mortgage Trust dated July 31, 2024 and recorded at Middlesex County (Southern District) Registry of Deeds on July 31, 2024, in Book No. 83077, at Page 458, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 10:00 AM, on September 24, 2024 on the mortgaged premises being known as 160 Pearl Street, Somerville, MA, being all and singular the premises described in said mortgage to wit:

A certain parcel of land with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, being Lot 3 I on a plan of land belonging to Arthur W. Tufts, et al. made by Charles D. Elliot, Surveyor, dated May, 1866, recorded with the Middlesex South District Deeds in Plan Book 51, Plan 32, bounded and described as follows:

NORTHEASTERLY by Pearl Street, 35.20 feet;

NORTHWESTERLY by Delaware Street, 86.60 feet;

SOUTHWESTERLY by land now or formerly of Tuft's heirs, shown as Lot 32 on said plan, 35.22 feet; and

SOUTHEASTERLY by land now or formerly of Wilbur P. Rice, 87.78 feet.

Containing 3,069 square feet of land, according to said plan.

For our title see deed recorded May 12, 2009 at Middlesex Registry of Deeds in Book 52757, Page 490.

Being the same premises as conveyed to the mortgagor by deed of Jose Martinez, dated January 29, 2021, recorded at Middlesex County (Southern District) Registry of Deeds in Book No. 76832, at Page 437.

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 \$25,000.00 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: August 24, 2024

(signed:) 160 Pearl Street Mortgage Trust  
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