

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in (a) certain Mortgage and Security Agreement given by LJB LLC, a Massachusetts limited liability company (formerly known as LJB, LLC) to Brookline Bank dated October 13, 2016 record with the Middlesex South County Registry of Deeds in Book 68203, Page 108, and (b) that certain Mortgage and Security Agreement given by Lorraine J. Brown to Brookline Bank dated February 25, 2016 recorded with the Middlesex South County Registry of Deeds in Book 66850, Page 303, as amended by that certain Amendment to Mortgage and Security Agreement dated as of October 13, 2016, recorded with the Middlesex South County Registry of Deeds in Book 68203, Page 144, and as effected by Partial Release of Mortgage and Security Agreement, Amendment to Mortgage and Security Agreement dated October 28, 2021, recorded with the Middlesex South County Registry of Deeds in Book 79371, Page 501, and by Partial Release of Mortgage and Security Agreement and Collateral Assignment of Leases and Rents dated August 1, 2023, recorded with the Middlesex South County Registry of Deeds in Book 82039, Page 267, as such mortgages were assumed, consolidated, amended and restated by that certain Assumption, Consolidation and Amendment and Restatement of Mortgage and Security Agreement and Collateral Assignment of Leases given by LJB LLC, a Massachusetts limited liability company (formerly known as LJB, LLC), to Brookline Bank, dated October 11, 2022, recorded with Middlesex South County Registry of Deeds in Book 80830, Page 394, presently held by **ALPHA DEBT PARTNERS I, LLC**, by Assignment from Brookline Bank to it, dated March 17, 2023, recorded with Middlesex South County Registry of Deeds in Book 81343, Page 316 (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 26<sup>th</sup> day of November, 2024, at the mortgaged premises located at 550 Moody Street, Waltham, Massachusetts, 560 Moody Street, Waltham, Massachusetts, 570 Moody Street, Waltham, Massachusetts, 11 (f/k/a 9) Alder Street, Waltham, Massachusetts, 10 Myrtle Street, Waltham, Massachusetts, and 90 Cherry Street, Waltham, Massachusetts (together the "**Property** or the "**Mortgaged Property**") all and singular the premises described in the Mortgage,

To wit:

Parcel I

The land in Waltham, Middlesex County, Massachusetts shown as Lots 1-5 on "Plan of Land/Kirsch Place" dated January 23, 2014 made by Waterman Design Associates, Inc. recorded with Middlesex South District Registry of Deeds as Plan No. 529 of 2014.

For title see Deeds of Lorraine J. Brown dated May 7, 2009, recorded with Middlesex South District Registry of Deeds Book 52738, Page 67 and Book 63389, Page 194.

Parcel II (90 Cherry Street)

The land in said Waltham with the buildings thereon, bounded and described as follows:

Southwesterly by Cherry Street, seventy-five (75) feet;

Northwesterly by land formerly of Hight, one hundred eleven and 7/100 (111.07) feet;

Northeasterly by land formerly of John Foster, seventy-five (75) feet;

Southeasterly by land of the Emanuel Methodist Episcopal Society, one hundred eleven and 7/100 (111.07) feet.

For title see Deed of Lorraine J. Brown dated January 10, 2022, recorded with Middlesex South District Registry of Deeds in Book 79537, Page 384.

The Mortgaged Property will be sold at 550 Moody Street, Waltham, Massachusetts at the time and date specified above and will be 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 \$150,000.00 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 twenty-one (21) 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, LLC**

By: Pierce Atwood LLP, its attorneys

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Bruce I. Miller, Esq.

Dated: October 11, 2024