

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 **84 ATLANTIC AVENUE LLC**, a Massachusetts limited liability company, **ETHIC**, a federally chartered bank, now known as **42 NORTH PRIVATE BANK**, dated September 3, 2020, recorded with Suffolk County Registry of Deeds in Book 63706, Page 46, presently held by **42 NORTH PRIVATE BANK** (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 13th day of December, 2024, at the mortgaged premises located at Unit No. 84AA, Commercial Wharf East Condominium, 84 Atlantic Avenue, Boston, Suffolk County, Massachusetts, (the "**Property**" or the "**Mortgaged Property**") all and singular the premises described in the Mortgage,

To wit:

The Unit ("Unit") known as Unit 84AA, a unit in the condominium known as Commercial Wharf East Condominium (the "Condominium"), located at 84 Atlantic Avenue, Boston, Suffolk County, Massachusetts, a condominium established pursuant to Massachusetts General Laws, Chapter 183A, and the Master Deed of Commercial Wharf East Condominium, dated August 8, 1978 and recorded with Suffolk County Registry of Deeds in Book 9083, Page 305; as amended and restated in its entirety by Amendment of Master Deed dated November 20, 1978 and recorded at Book 9120, Page 337; as further amended by Amendment of Master Deed, of various dates, recorded at Book 9685, Page 183, Book 9713, Page 141, Book 9799, Pages 267, 270, 273, 276, 279, 282 and 285; as further amended by Amendment of Master Deed dated December 18, 1981 and recorded at Book 9902, Page 71; as further amended by Amendment of Master Deed dated May 2, 1988 and recorded at Book 14809, Page 178; as further amended by Second [sic] Amendment of Master Deed, dated April 6, 1999 and recorded at Book 23682, Page 121; as further amended by Fifth Amendment to Master Deed, dated March 10, 2009 and recorded at Book 44954, Page 247; and as may be further amended of record (the "Master Deed").

Said Unit is shown on the floor plans (the "Plans") filed simultaneously with the Master Deed to which is affixed the verified statement required by Section 8 of said Chapter 183A.

An undivided 1.3108% percentage interest in the common areas and facilities of the Condominium described in the Master Deed.

Together with the right to licenses for the parking of two (2) cars, as provided in and subject to the terms and provisions of (a) a deed to Waterfront Park Limited Partnership dated April; 9, 1985 and recorded at Book 11518, Page 5, and (b) a certain Declaration of Covenants and Easements dated August 8, 1978 and recorded at Book 9083, Page 300.

The benefit of all rights, easements, reservations, restrictions, agreements and provisions contained in the Master Deed, and in the By-Laws of the Commercial Wharf East Condominium Association, dated August 8, 1978 and recorded with said Deeds in Book 9083, Page 323 as amended by Amendments to By-Laws recorded at Book 9120, Page 357; Book 10113, Page 199; Book 10933, Page 345; Book 14178, Page 301; Book 15452, Pages 304 and 307; Book 28866, Page 207, and as may be further amended of record, the Rules and Regulations adopted pursuant thereto, and the provisions of said Chapter 183A.

For title see Quitclaim Deed recorded immediately prior hereto.

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 \$50,000.00 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.

42 NORTH PRIVATE BANK

Present holder of said mortgage

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

Dated: November 18, 2024